

*Main Line MEA Partners, L.P.*



# Pennsylvania Gaming Control Board

**SLOT OPERATOR AND MANAGEMENT COMPANY-  
APPLICATION AND DISCLOSURE INFORMATION  
FORM**

## INSTRUCTIONS

PENNSYLVANIA GAMING IS GOVERNED BY THE LAWS SET FORTH IN 4 PA.C.S. PART II, ENACTED BY THE ACT OF JULY 5, 2004 (P.L. 572, NO. 71), THE PENNSYLVANIA RACE HORSE DEVELOPMENT AND GAMING ACT (ACT), AS AMENDED, AND 58 PA. CODE PART VII, PENNSYLVANIA GAMING CONTROL BOARD (REGULATIONS).

THESE INSTRUCTIONS ARE APPLICABLE TO ANY "PERSON" SEEKING TO BE LICENSED AS A CONDITIONAL CATEGORY 1, CATEGORY 1, CATEGORY 2, CATEGORY 3 SLOT MACHINE OPERATOR (COLLECTIVELY REFERRED TO HEREAFTER AS SLOT OPERATOR) OR MANAGEMENT COMPANY. PLEASE BE ADVISED THAT NO PERSON, ITS AFFILIATE, INTERMEDIARY, SUBSIDIARY OR HOLDING COMPANY THAT HAS APPLIED FOR OR IS A HOLDER OF A SLOT MACHINE LICENSE, SHALL BE ELIGIBLE TO APPLY FOR OR HOLD A SUPPLIER OR MANUFACTURER LICENSE.

AS USED IN THESE INSTRUCTIONS, THE PHRASE "AFFILIATED ENTITIES" SHALL MEAN A SLOT OPERATOR'S OR MANAGEMENT COMPANY'S AFFILIATES, INTERMEDIARIES, SUBSIDIARIES AND HOLDING COMPANIES. SLOT MACHINE OPERATORS ARE SUBJECT TO THE REQUIREMENTS OF §§1302 AND 1303 (EXCLUSIVELY FOR CATEGORY 1), 1304 (EXCLUSIVELY FOR CATEGORY 2), 1305 (EXCLUSIVELY FOR CATEGORY 3) AND 1309 (ALL CATEGORIES) OF THE ACT. CONDITIONAL CATEGORY 1 SLOT MACHINE LICENSES ARE SUBJECT TO THE REQUIREMENTS OF §1315 OF THE ACT.

THE ORIGINAL FORM, ONE PAPER COPY, AND ONE (1) COMPACT DISC (CD) CONTAINING ALL FORMS MUST BE SENT TO THE PENNSYLVANIA GAMING CONTROL BOARD, BUREAU OF LICENSING, 303 WALNUT STREET, FIFTH FLOOR, VERIZON TOWER, HARRISBURG, PENNSYLVANIA 17101 WITH THE APPROPRIATE FEE. PLEASE REFER TO THE LICENSING SECTION OF THE BOARD'S WEBSITE FOR CD FORMATTING REQUIREMENTS.

### 1. SLOT OPERATOR AND MANAGEMENT COMPANY

THE FORMS THAT MAKE UP AN APPLICATION PACKAGE FOR A SLOT OPERATOR OR MANAGEMENT COMPANY LICENSE ARE AS FOLLOWS:

A. SLOT OPERATOR AND MANAGEMENT COMPANY APPLICATION AND DISCLOSURE INFORMATION FORM (TO BE COMPLETED BY APPLICANT AND EACH OF APPLICANT'S AFFILIATED ENTITIES).

B. REQUEST FOR USE OF ALTERNATIVE CONDITIONAL/CATEGORY 1 LICENSING STANDARDS FORM - ADDENDUM 1 (FOR CATEGORY 1 APPLICANTS SEEKING USE OF ALTERNATIVE LICENSING STANDARDS).

(COMPLETE THIS FORM IF YOU ARE A CONDITIONAL/CATEGORY 1 APPLICANT AND ARE REQUESTING THAT THE BOARD UTILIZE THE LICENSE APPLICATION PACKAGE FILED IN AND LICENSE ISSUED BY ANOTHER JURISDICTION PURSUANT TO §1314 OF THE ACT. IF THE BOARD DETERMINES THAT THE LICENSING STANDARDS OF THE OTHER JURISDICTION ARE COMPREHENSIVE AND THOROUGH AND PROVIDE SIMILAR ADEQUATE SAFEGUARDS TO THOSE IN THE ACT, ONLY UPDATED INFORMATION FROM THE DATE OF FILING THE APPLICATION IN THE OTHER JURISDICTION MAY BE NECESSARY. THE CONDITIONAL/CATEGORY 1 APPLICANT MAY BE ASKED TO SUBMIT PROOF THAT THE LICENSING STANDARDS OF THE OTHER JURISDICTION ARE COMPREHENSIVE AND THOROUGH AND PROVIDE SIMILAR ADEQUATE SAFEGUARDS).

C. MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (MULTI-JURISDICTIONAL PHD)  
(TO BE COMPLETED BY EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE AS DEFINED IN 58 PA. CODE §401A.3) AND IDENTIFIED IN SCHEDULES 1, 5, 10, 10A, 11, 13, 15 AND 18).

D. PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (PA SUPPLEMENT)

(TO BE COMPLETED BY EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE IDENTIFIED IN SCHEDULES 1, 5, 10, 10A, 11, 13, 15 AND 18).



**E. PRINCIPAL ENTITY FORM**

(TO BE COMPLETED BY EACH ENTITY THAT IS A PRINCIPAL IDENTIFIED IN SCHEDULES 10, 10A, 11, 13, 15 AND 18).

**2. APPLICATION AND LICENSING FEES**

**A. APPLICATION FEES AND INVESTIGATION DEPOSITS**

APPLICATION FEES MUST BE SUBMITTED WITH THE APPLICATION PACKAGE. THESE FEES ARE NON-REFUNDABLE DEPOSITS THAT WILL BE USED BY THE BOARD TO PROCESS AND INVESTIGATE THE SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT AND THE APPLICANT'S AFFILIATED ENTITIES AND PERSONS FILING FORMS AS PART OF THE APPLICATION PACKAGE. APPLICATION FEES MUST BE SUBMITTED FOR EACH APPLICANT, AFFILIATED ENTITY AND PERSON, UNLESS OTHERWISE NOTED.

THERE MAY BE ADDITIONAL COSTS AND EXPENSES INCURRED BY THE BOARD IN ITS PROCESSING AND INVESTIGATION OF THE SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT AND THE APPLICANT'S AFFILIATED ENTITIES AND PERSONS. THE SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT MUST REIMBURSE THE BOARD FOR ALL ADDITIONAL COSTS AND EXPENSES RELATED TO THE PROCESSING AND INVESTIGATION OF THEIR APPLICATION PACKAGE.

SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT .....	\$5,000.00
APPLICANT'S AFFILIATED ENTITIES .....	\$2,500.00
PRINCIPAL/KEY EMPLOYEES .....	\$2,500.00
PRINCIPAL ENTITY .....	\$2,500.00

**B. LICENSING FEES**

LICENSING FEES MUST BE PAID PRIOR TO ISSUANCE OF THE LICENSE.

CATEGORY 1 SLOT MACHINE LICENSE .....	\$50,000,000.00
CATEGORY 2 SLOT MACHINE LICENSE .....	\$50,000,000.00
CATEGORY 3 SLOT MACHINE LICENSE .....	\$5,000,000.00
CATEGORY 1 OR 2 MANAGEMENT COMPANY LICENSE.....	\$1,500,000/3 YEAR LICENSE
CATEGORY 3 MANAGEMENT COMPANY LICENSE.....	\$150,000/3 YEAR LICENSE

**3. APPLICATION FORM INSTRUCTIONS**

**GENERALLY**

AS USED IN THE SLOT OPERATOR OR MANAGEMENT COMPANY FORM, THE WORDS "APPLICANT" AND "YOU" SHALL MEAN THE SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT. WHEN APPLICANT'S AFFILIATED ENTITIES ARE COMPLETING THE FORM, "APPLICANT" AND "YOU" SHALL REFER TO THE AFFILIATED ENTITY COMPLETING THE FORM.

ALL ENTRIES ON THE FORM MUST BE TYPED OR PRINTED IN BLOCK LETTERING. INITIALS AND SIGNATURES MUST BE HANDWRITTEN BY THE PERSON PROVIDING THE INFORMATION. IF THE ANSWERS ARE NOT LEGIBLE, THE APPLICATION MAY NOT BE ACCEPTED.

Initials 

READ EACH QUESTION CAREFULLY PRIOR TO ANSWERING. ANSWER EVERY QUESTION COMPLETELY. DO NOT LEAVE BLANK SPACES. IF A QUESTION DOES NOT APPLY TO THE APPLICANT, WRITE "DOES NOT APPLY" IN RESPONSE TO THAT QUESTION. IF A SCHEDULE OR ADDENDUM DOES NOT APPLY TO THE APPLICANT, WRITE "DOES NOT APPLY" ON THE SCHEDULE OR ADDENDUM.

APPENDICES ARE TO BE PROVIDED BY THE APPLICANT. THE REQUIRED APPENDICES ARE LISTED ON THE APPLICATION CHECKLIST. APPENDICES MUST BE PRESENTED IN A TAGGED MANNER. EACH TAB MUST INDICATE THE APPENDIX NUMBER. IMMEDIATELY FOLLOWING THE TAB, APPLICANT MUST INSERT A PAGE WITH THE APPENDIX NUMBER AND ALL INFORMATION APPLICABLE TO THE APPENDIX. IF AN APPENDIX DOES NOT APPLY TO THE APPLICANT, WRITE "DOES NOT APPLY" ON THE APPENDIX PAGE.

ALL PAGES OF THE FORM MUST BE INITIALED BY THE APPLICANT, OR IF THE APPLICANT IS NOT A NATURAL PERSON, THE PERSON AUTHORIZED TO COMPLETE THE FORM ON BEHALF OF THE APPLICANT MUST INITIAL EACH PAGE. IF ADDITIONAL PAGES ARE REQUIRED IN ORDER TO ANSWER ANY QUESTION, ADDITIONAL PAGES MAY BE UTILIZED AND MUST BE ATTACHED TO THE FORM. BE SURE TO INDICATE THE NUMBER(S) OF THE QUESTION(S) BEING ANSWERED AND INITIAL EACH ADDITIONAL PAGE. SOME SCHEDULES MAY REQUIRE DISCLOSURE OF INFORMATION FOR MORE THAN ONE NATURAL PERSON OR ENTITY OR TYPE OF INFORMATION. IF THERE ARE MULTIPLE DISCLOSURES, MAKE ENOUGH ADDITIONAL COPIES OF THE BLANK SCHEDULE AND COMPLETE IT FOR EACH NATURAL PERSON OR ENTITY OR TYPE OF INFORMATION.

ALL REQUIRED DOCUMENTATION, SUCH AS BUSINESS FORMATION PAPERS, TAX RETURNS AND APPENDICES, AS WELL AS THE APPLICATION FORMS THAT COMPRISE AN APPLICATION PACKAGE FOR A SLOT OPERATOR OR MANAGEMENT COMPANY LICENSE, AS LISTED ABOVE, MUST BE SUBMITTED AT THE TIME OF FILING THIS FORM. FURTHER, PURSUANT TO 58 PA. CODE §§421a.1(g) AND 423a.1(e), THE APPLICANT IS UNDER A CONTINUING DUTY TO PROMPTLY NOTIFY THE BOARD IF THERE IS A CHANGE IN THE INFORMATION PROVIDED TO THE BOARD.

ADDITIONAL FINANCIAL INFORMATION WILL BE REQUESTED AS NEEDED.

SHOULD YOU BE UNABLE TO UNDERSTAND THIS FORM FULLY IN ENGLISH, IT IS YOUR RESPONSIBILITY TO ACQUIRE ADEQUATE MEANS OF TRANSLATION. IF YOU SUBMIT A DOCUMENT TO THE BOARD THAT IS IN A LANGUAGE OTHER THAN ENGLISH, YOU MUST ALSO SUBMIT AN ENGLISH TRANSLATION COMPLIANT WITH 58 PA. CODE §423a.1(h).

ALL NOTICES REGARDING YOUR APPLICATION WILL BE SENT TO THE ADDRESS YOU PROVIDE ON THIS FORM. YOU MUST IMMEDIATELY NOTIFY THE BOARD IF YOU CHANGE YOUR ADDRESS.

FAILURE TO ANSWER ANY QUESTION COMPLETELY AND TRUTHFULLY WILL RESULT IN DENIAL OF YOUR APPLICATION AND/OR REVOCATION OF YOUR LICENSE, REGISTRATION, CERTIFICATE OR PERMIT AND MAY SUBJECT YOU TO CRIMINAL PENALTIES UNDER 18 PA.C. S. A. §4903.

ANY PERSON WHO APPLIES FOR AND OBTAINS A LICENSE, REGISTRATION, CERTIFICATE OR PERMIT FROM THE BOARD MAY BE REQUIRED TO SUBMIT TO WARRANTLESS SEARCHES WHEN PRESENT IN A LICENSED GAMING FACILITY PURSUANT TO THE ACT.

CONFIDENTIAL INFORMATION (AS DEFINED IN 58 PA. CODE §401a.3) SUPPLIED TO THE BOARD OR OTHERWISE OBTAINED SHALL NOT BE REVEALED EXCEPT IN THE COURSE OF THE NECESSARY ADMINISTRATION OF THE ACT, OR UPON THE LAWFUL ORDER OF A COURT OF COMPETENT JURISDICTION OR, WITH THE APPROVAL OF THE ATTORNEY GENERAL, TO A DULY AUTHORIZED LAW ENFORCEMENT AGENCY. AN APPLICANT OR LICENSE, REGISTRATION, CERTIFICATE OR PERMIT HOLDER WAIVES ANY LIABILITY OF THE COMMONWEALTH OF PENNSYLVANIA AND ITS INSTRUMENTALITIES AND AGENTS FOR ANY DAMAGES RESULTING FROM ANY DISCLOSURE OR PUBLICATION IN ANY MANNER, OTHER THAN A WILLFULLY UNLAWFUL DISCLOSURE OR PUBLICATION.

PURSUANT TO 58 PA. CODE §423a.5, ONCE THE APPLICATION HAS BEEN FILED, THE APPLICANT MAY ONLY WITHDRAW ITS APPLICATION BY FILING A PETITION WITH THE BOARD SEEKING PERMISSION TO WITHDRAW.

A LICENSE, PERMIT, CERTIFICATION OR REGISTRATION ISSUANCE, RENEWAL OR OTHER AUTHORIZATION ISSUED BY THE BOARD IS A REVOCABLE PRIVILEGE. NO PERSON HOLDING A LICENSE, PERMIT, CERTIFICATION OR REGISTRATION, RENEWAL, OR OTHER AUTHORIZATION IS DEEMED TO HAVE ANY PROPERTY RIGHTS RELATED TO THE LICENSE, PERMIT, CERTIFICATION OR REGISTRATION.

AN APPLICATION THAT HAS BEEN ACCEPTED FOR FILING AND ALL RELATED MATERIALS SUBMITTED TO THE BOARD BECOME THE PROPERTY OF THE BOARD AND WILL NOT BE RETURNED TO THE APPLICANT.

THIS IS AN APPLICATION FOR A SLOT MACHINE OR MANAGEMENT COMPANY LICENSE. AN ENTITY INTERESTED IN OFFERING TABLE GAMES MUST FIRST OBTAIN A SLOT MACHINE LICENSE IN ORDER TO BE ELIGIBLE TO FILE A PETITION SEEKING AUTHORIZATION TO CONDUCT TABLE GAMES. ANY REFERENCES TO TABLE GAMES IN THIS APPLICATION ARE FOR INFORMATIONAL PURPOSES ONLY.

IF YOU HAVE ANY QUESTIONS REGARDING THE APPLICATION PACKAGE FORMS OR THE INFORMATION REQUIRED TO COMPLETE ANY APPLICATION, PLEASE CONTACT THE PENNSYLVANIA GAMING CONTROL BOARD - BUREAU OF LICENSING AT (717) 346-8300.

SLOT OPERATOR OR MANAGEMENT COMPANY APPLICANT	
INSERT THE NUMBER OF EACH OF THE FOLLOWING FORMS INCLUDED IN THIS APPLICATION PACKAGE	
<input checked="" type="checkbox"/>	SLOT OPERATOR OR MANAGEMENT COMPANY DISCLOSURE INFORMATION FORM (FOR APPLICANT AND EACH OF APPLICANT'S AFFILIATED ENTITIES).
<input type="checkbox"/>	REQUEST FOR USE OF ALTERNATIVE CONDITIONAL/CATEGORY 1 LICENSING STANDARDS - ADDENDUM I (FOR CONDITIONAL/CATEGORY 1 APPLICANT REQUESTING THAT THE BOARD UTILIZE THE APPLICATION FILED IN AND LICENSE ISSUED BY ANOTHER JURISDICTION).
<input type="checkbox"/>	MULTI - JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (MULTI - JURISDICTIONAL PHD) (FOR EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE).
<input type="checkbox"/>	PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI - JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (PA SUPPLEMENT) (FOR EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE).
<input type="checkbox"/>	PRINCIPAL ENTITY FORM (FOR EACH ENTITY THAT IS A PRINCIPAL).

Initials 

### APPLICANT INFORMATION

<b>APPLICANT'S BUSINESS NAME</b>			
BUSINESS NAME AS IT APPEARS ON APPLICANT'S CERTIFICATE OF INCORPORATION, CHARTER, BYLAWS, PARTNERSHIP AGREEMENT OR OTHER OFFICIAL DOCUMENTS (SPELL OUT COMPLETE NAME, DO NOT USE ABBREVIATIONS)			
<i>MainLine MEA Partners, L.P.</i>			
TRADE NAME(S) AND DOING BUSINESS AS ("DBA") NAMES			
IS THE APPLICANT A MINORITY OR WOMEN'S BUSINESS ENTERPRISE THAT IS CERTIFIED BY THE BUREAU OF MINORITY AND WOMEN'S BUSINESS OPPORTUNITIES OF THE DEPARTMENT OF GENERAL SERVICES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
IF YES, PROVIDE ENTERPRISE CERTIFICATION NUMBER. _____			
<b>APPLICANT'S PRINCIPAL ADDRESS</b>			
ADDRESS LINE 1			
<i>308 E. Lancaster Ave.</i>			
ADDRESS LINE 2			
<i>Suite 300</i>			
ADDRESS LINE 3			
CITY		STATE/PROVINCE	POSTAL CODE
<i>Wynnewood</i>		<i>PA</i>	<i>19096</i>
COUNTRY		EMAIL ADDRESS	
<i>USA</i>		<i>WAL @ CMSCO.COM</i>	
COUNTY	TOWNSHIP	WEB URL	
<i>Montgomery</i>	<i>Lower Merion</i>	<i>WWW.CMSCO.COM</i>	
PHONE NUMBER ( )		FAX NUMBER ( )	
<i>610-896-3000</i>		<i>610-896-3083</i>	
<b>APPLICANT'S ADDRESS IN PENNSYLVANIA (IF APPLICABLE)</b>			
ADDRESS LINE 1			
ADDRESS LINE 2			
<i>(same as above)</i>			
ADDRESS LINE 3			
CITY		STATE/PROVINCE	POSTAL CODE
COUNTRY		EMAIL ADDRESS	
COUNTY	TOWNSHIP	WEB URL	
PHONE NUMBER ( )		FAX NUMBER ( )	
<b>CONTACT NAME FOR THIS APPLICATION</b>			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
<i>William</i>	<i>Alan</i>	<i>Landman</i>	
TITLE		INDIVIDUAL EMAIL ADDRESS	
<i>Senior Managing Director/Member</i>		[REDACTED]	
PHONE NUMBER ( )		FAX NUMBER ( )	
[REDACTED]		[REDACTED]	
<b>APPLICANT'S FORM OF ORGANIZATION</b>			
CHECK ONE			
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input checked="" type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> C-CORPORATION
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> S-CORPORATION	<input type="checkbox"/> TRUST	
<input type="checkbox"/> OTHER (DESCRIBE) _____			

APPLICANT'S ORGANIZATION DOCUMENTS	
STATE OF INCORPORATION, REGISTRATION OR OTHER TYPE OF FORMATION <i>Delaware</i>	DATE OF FORMATION <i>4/29/13</i>
APPLICANT'S BUSINESS NAME AS IT APPEARS ON THE FORMATION DOCUMENTS <i>Main Line M&amp;A Partners, L.P.</i>	
LIST ALL STATES IN WHICH THE APPLICANT IS CURRENTLY REGISTERED OR AUTHORIZED TO DO BUSINESS	
COMPLETE SCHEDULE 7 CONCERNING APPLICANT'S INCORPORATORS/FOUNDERS	
IS APPLICANT REGISTERED OR AUTHORIZED TO DO BUSINESS IN THE COMMONWEALTH OF PENNSYLVANIA? <input type="checkbox"/> Yes <input type="checkbox"/> No	
APPLICANT'S IDENTIFICATION NUMBERS	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN)	PA UNEMPLOYMENT COMPENSATION ACCOUNT NUMBER
PA DEPARTMENT OF REVENUE CORPORATE BOX NUMBER	PA LIQUOR CONTROL BOARD LICENSE NUMBER
PA WORKERS COMPENSATION POLICY NUMBER	PA DEPARTMENT OF STATE - ENTITY NUMBER
DOES THE APPLICANT HAVE ANY OUTSTANDING TAX LIABILITIES TO EITHER THE COMMONWEALTH OF PENNSYLVANIA OR ANY OTHER STATE, LOCALITY OR THE FEDERAL GOVERNMENT?	
IF YOU ANSWER YES, PROVIDE DETAILS CONCERNING ALL OUTSTANDING TAX LIABILITIES.	
APPLICANT'S CONTACT INFORMATION	
FIRST NAME	LAST NAME
SUFFIX (JR., SR., ETC.)	
TITLE	INDIVIDUAL EMAIL ADDRESS
ADDRESS	
CITY	STATE/PROVINCE
POSTAL CODE	
PHONE NUMBER ( )	FAX NUMBER ( )
APPLICANT'S CATEGORY	
<input type="checkbox"/> CONDITIONAL CATEGORY 1	<input type="checkbox"/> CONDITIONAL CATEGORY 1 AFFILIATE
<input type="checkbox"/> CATEGORY 1	<input type="checkbox"/> CATEGORY 1 AFFILIATE
<input type="checkbox"/> CATEGORY 2	<input checked="" type="checkbox"/> CATEGORY 2 AFFILIATE
<input type="checkbox"/> CATEGORY 3	<input type="checkbox"/> CATEGORY 3 AFFILIATE
<input type="checkbox"/> MANAGEMENT COMPANY	<input type="checkbox"/> MANAGEMENT COMPANY AFFILIATE
CRIMINAL HISTORY	
THE NEXT SECTION ASKS ABOUT ANY OFFENSES OR CHARGES APPLICANT OR ANY OF ITS PRINCIPALS OR KEY EMPLOYEES MAY HAVE COMMITTED OR HAD FILED AGAINST THEM. PRIOR TO ANSWERING THIS QUESTION, CAREFULLY REVIEW THE DEFINITIONS AND INSTRUCTIONS THAT FOLLOW.	
DEFINITIONS	FOR PURPOSES OF THIS SECTION:
	A. "CRIME OR OFFENSE" INCLUDES ALL FELONIES AND MISDEMEANORS, AS WELL AS SUMMARY OFFENSES THAT MAY HAVE REQUIRED YOU TO APPEAR BEFORE A LAW ENFORCEMENT AGENCY, STATE OR FEDERAL GRAND JURY, JUSTICE COURT, MUNICIPAL COURT, CITY COURT, MILITARY COURT OR ANY OTHER COURT EXCEPT JUVENILE COURT. INCLUDE ALL DUI/DWI OFFENSES.
	B. "ARREST" INCLUDES ANY TIME THAT YOU WERE STOPPED BY A POLICE OFFICER OR OTHER LAW ENFORCEMENT OFFICER AND ADVISED THAT YOU WERE UNDER

	<p>ARREST, DETAINED, HELD FOR QUESTIONING, REQUESTED BY A POLICE OFFICER OR LAW ENFORCEMENT OFFICER TO COME TO A POLICE STATION AND ANSWER QUESTIONS, TAKEN INTO CUSTODY BY ANY POLICE OFFICER OR OTHER LAW ENFORCEMENT OFFICER, FINGERPRINTED, HELD IN JAIL, OR INSTRUCTED TO APPEAR IN COURT OR SUBPOENAED TO ANSWER FOR CONDUCT WHICH IS A CRIME AS HAS BEEN DEFINED IN PARAGRAPH "A."</p> <p>C. "CHARGE" INCLUDES ANY INDICTMENT, COMPLAINT, INFORMATION, SUMMONS, CITATION OR OTHER NOTICE OF THE ALLEGED COMMISSION OF ANY CRIME OR OFFENSE AS DEFINED IN PARAGRAPH "A."</p>
<p>INSTRUCTIONS</p>	<p>1. ANSWER "YES" AND PROVIDE ALL INFORMATION TO THE BEST OF YOUR ABILITY EVEN IF:</p> <p>A. YOU DID NOT COMMIT THE OFFENSE CHARGED;</p> <p>B. THE ARREST OR CHARGES WERE DISMISSED OR THE CHARGES WERE SUBSEQUENTLY DOWNGRADED TO A LESSER CHARGE;</p> <p>C. YOU PLEADED NOT GUILTY OR NOLO CONTENDERE;</p> <p>D. YOU COMPLETED AN ACCELERATED REHABILITATIVE DISPOSITION ("ARD") OR EQUIVALENT DIVERSIONARY PROGRAM;</p> <p>E. THE CHARGES OR CONVICTION WERE EXPUNGED FROM YOUR RECORD, EVEN IF YOU HAVE EXPUNGEMENT PAPERS;</p> <p>F. YOU WERE NOT CONVICTED OR WERE FOUND "NOT GUILTY"</p> <p>G. YOU DID NOT SERVE ANY TIME IN PRISON OR JAIL;</p> <p>H. THE ARRESTS, CHARGES OR OFFENSES HAPPENED A LONG TIME AGO;</p> <p>I. YOU WERE ARRESTED OR CHARGED IN ANOTHER STATE (A STATE OTHER THAN PENNSYLVANIA);</p> <p>J. YOU WERE NEVER PHYSICALLY TAKEN INTO CUSTODY AND/OR TRANSPORTED TO A POLICE STATION OR JAIL.</p> <p>2. ANSWER "NO" IF:</p> <p>A. YOU HAVE NEVER BEEN ARRESTED OR CHARGED WITH ANY CRIME OR OFFENSE;</p> <p>B. YOUR ARREST HAPPENED WHEN YOU WERE UNDER 18 YEARS OF AGE AND YOUR COURT APPEARANCE WAS IN JUVENILE COURT.</p> <p><b>FAILURE TO FULLY ANSWER THIS QUESTION MAY RESULT IN THE DENIAL OF YOUR APPLICATION.</b></p>
<p>1. HAS APPLICANT OR ANY OF ITS PRINCIPALS OR KEY EMPLOYEES EVER BEEN INDICTED, CHARGED WITH OR CONVICTED OF A CRIMINAL OFFENSE OR BEEN A PARTY TO OR NAMED AS AN UNINDICTED CO-CONSPIRATOR IN ANY CRIMINAL PROCEEDING IN THE COMMONWEALTH OR ANY OTHER JURISDICTION?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>1. A. HAS APPLICANT OR ANY OF ITS PRINCIPALS OR KEY EMPLOYEES EVER BEEN CONVICTED OF A FELONY?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>1. B. HAS APPLICANT OR ANY OF ITS PRINCIPALS OR KEY EMPLOYEES EVER BEEN CONVICTED OF A MISDEMEANOR OR GAMBLING OFFENSE?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>IF YOU ANSWER YES TO ANY OF THESE QUESTIONS, YOU MUST COMPLETE <b>SCHEDULE 23</b> CONCERNING CRIMINAL HISTORY.</p>	
<p>TESTIMONY, INVESTIGATIONS OR POLYGRAPHS</p>	
<p>2. HAS APPLICANT OR ANY OF ITS PRINCIPALS OR KEY EMPLOYEES EVER BEEN CALLED TO</p>	

<p>TESTIFY BEFORE, BEEN THE SUBJECT OF AN INVESTIGATION CONDUCTED BY, OR REQUESTED TO TAKE A POLYGRAPH EXAM BY ANY GOVERNMENTAL AGENCY, COURT, COMMITTEE, GRAND JURY OR INVESTIGATORY BODY (MUNICIPAL, STATE, COUNTY, PROVINCIAL, FEDERAL, NATIONAL, ETC.) OTHER THAN IN RESPONSE TO MINOR TRAFFIC RELATED OFFENSES?</p> <p>IF YOU ANSWER YES, YOU MUST COMPLETE <u>SCHEDULE 24</u> CONCERNING TESTIMONY, INVESTIGATIONS OR POLYGRAPHS.</p>	
<b>ANTITRUST, TRADE REGULATION &amp; SECURITIES JUDGMENTS, STATUTORY AND REGULATORY VIOLATIONS</b>	
<p>3. HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES EVER HAD A JUDGMENT, ORDER, CONSENT DECREE OR CONSENT ORDER PERTAINING TO A VIOLATION OR ALLEGED VIOLATION OF THE FEDERAL ANTITRUST, TRADE REGULATION OR SECURITIES LAWS, OR SIMILAR LAWS OF ANY STATE, PROVINCE OR COUNTRY ENTERED AGAINST IT?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>4. IN THE PAST TEN (10) YEARS, HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES HAD A JUDGMENT, ORDER, CONSENT DECREE OR CONSENT ORDER PERTAINING TO ANY STATE OR FEDERAL STATUTE, REGULATION OR CODE THAT RESULTED IN A FINE OR PENALTY OF \$50,000 OR MORE ENTERED AGAINST IT?</p> <p>IF YOU ANSWER YES TO EITHER QUESTION, YOU MUST COMPLETE <u>SCHEDULE 26</u> CONCERNING ANTITRUST, TRADE REGULATION &amp; SECURITY JUDGMENTS; STATUTORY AND REGULATORY VIOLATIONS.</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<b>BANKRUPTCY OR INSOLVENCY PROCEEDINGS</b>	
<p>5. HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES HAD ANY PETITION UNDER ANY PROVISION OF THE FEDERAL BANKRUPTCY CODE OR UNDER ANY STATE INSOLVENCY LAW FILED BY OR AGAINST IT IN THE LAST TEN (10) YEAR PERIOD?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>6. HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES SOUGHT RELIEF UNDER ANY PROVISION OF THE FEDERAL BANKRUPTCY CODE OR UNDER ANY STATE INSOLVENCY LAW IN THE LAST TEN (10) YEAR PERIOD?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>7. HAS A COURT APPOINTED ANY RECEIVER, FISCAL AGENT, TRUSTEE, REORGANIZATION TRUSTEE, OR SIMILAR OFFICER FOR APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES IN THE LAST TEN (10) YEARS?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>IF YOU ANSWER YES TO ANY OF THESE QUESTIONS, YOU MUST COMPLETE <u>SCHEDULE 27</u> CONCERNING BANKRUPTCY OR INSOLVENCY PROCEEDINGS.</p>	
<b>APPLICANT'S LICENSES AND PERMITS</b>	
<p>8. HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES APPLIED FOR ANY LICENSE OR PERMIT BY A GOVERNMENT AGENCY FOR THE COLLECTION OF SALES AND USE TAX, SELLING AND SERVING LIQUOR AND MALT BEVERAGES, PROVIDING OVERNIGHT LODGING SERVICES OR ANY OTHER ACTIVITY REQUIRING A LICENSE OR PERMIT? A GOVERNMENT AGENCY AS USED HERE INCLUDES ANY SUBORDINATE CREATURE OF FEDERAL, STATE, NATIVE AMERICAN OR LOCAL GOVERNMENT CREATED TO CARRY OUT A GOVERNMENTAL FUNCTION OR TO IMPLEMENT A STATUTE OR STATUTES.</p> <p>IF YOU ANSWER YES, YOU MUST COMPLETE <u>SCHEDULE 28</u> CONCERNING NON-GAMING LICENSES AND PERMITS.</p>	<p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>

9. HAS APPLICANT, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES APPLIED FOR ANY LICENSE OR PERMIT BY A GOVERNMENT AGENCY CHARGED WITH REGULATING GAMES OF CHANCE, INCLUDING BUT NOT LIMITED TO SLOT MACHINES, VIDEO LOTTERY TERMINALS, TABLE GAMES, HORSE RACING, JAI ALAI, ETC.? A GOVERNMENT AGENCY AS USED HERE INCLUDES ANY FEDERAL, STATE, NATIVE AMERICAN OR LOCAL GOVERNMENT CREATED TO CARRY OUT A GOVERNMENTAL FUNCTION OR TO IMPLEMENT A STATUTE OR STATUTES.

YES  NO

IF YOU ANSWER YES, YOU MUST COMPLETE SCHEDULE 29 CONCERNING GAMING LICENSES AND PERMITS.

**APPLICANT'S CONTRIBUTIONS AND DISBURSEMENTS**

10. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES, HOLDING COMPANIES, PRINCIPALS, EMPLOYEES OR ANY THIRD PARTIES ACTING FOR OR ON BEHALF OF APPLICANT MADE ANY BRIBES OR KICKBACKS OR MADE ANY PAYMENTS ALLEGED TO HAVE BEEN BRIBES OR KICKBACKS TO ANY EMPLOYEE, PERSON, COMPANY OR ORGANIZATION TO OBTAIN FAVORABLE TREATMENT?

11. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES, HOLDING COMPANIES, PRINCIPALS, EMPLOYEES OR ANY THIRD PARTIES ACTING FOR OR ON BEHALF OF THE APPLICANT MADE ANY BRIBES OR KICKBACKS OR MADE ANY PAYMENTS ALLEGED TO HAVE BEEN BRIBES OR KICKBACKS TO ANY GOVERNMENT OFFICIAL, DOMESTIC OR FOREIGN TO OBTAIN FAVORABLE TREATMENT?

12. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES, HOLDING COMPANIES, PRINCIPALS EMPLOYEES OR ANY THIRD PARTIES FOR OR ON BEHALF OF APPLICANT LOANED FUNDS FOR THE PURPOSE OF OPPOSING OR SUPPORTING ANY GOVERNMENT, POLITICAL PARTY, CANDIDATE OR COMMITTEE, EITHER DOMESTIC OR FOREIGN?

13. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES, HOLDING COMPANIES, PRINCIPALS, EMPLOYEES OR ANY THIRD PARTIES ACTING FOR OR ON BEHALF OF APPLICANT DONATED OR LOANED PROPERTY OR ANY OTHER THING OF VALUE, OR ORGANIZED, SPONSORED OR PARTICIPATED IN FUNDRAISING ACTIVITIES FOR THE PURPOSE OF OPPOSING OR SUPPORTING ANY GOVERNMENT, POLITICAL PARTY, CANDIDATE OR COMMITTEE, EITHER DOMESTIC OR FOREIGN?

14A. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES MADE ANY LOANS, DONATIONS OR OTHER DISBURSEMENTS TO PRINCIPALS, EMPLOYEES OR ANY THIRD PARTIES FOR THE PURPOSE OF REIMBURSING SUCH INDIVIDUALS FOR POLITICAL CONTRIBUTIONS EITHER FOREIGN OR DOMESTIC?

14B. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES FORMED OR CAUSED TO BE FORMED, A POLITICAL ACTION COMMITTEE EITHER UNDER FEDERAL OR STATE ELECTION LAWS?

14C. AS A RESULT OF THE CITIZEN'S UNITED V. FEC DECISION, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES MADE "INDEPENDENT EXPENDITURES", AS DEFINED IN SEC. 1621(E) OF THE PENNSYLVANIA ELECTION CODE, FOR THE PURPOSE OF INFLUENCING AN ELECTION COVERED BY THE PENNSYLVANIA ELECTION CODE?

Initials

15. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES MAINTAINED ANY BANK ACCOUNT, DOMESTIC OR FOREIGN, NOT REFLECTED ON THE APPLICANT'S BOOKS OR RECORDS?

16. DURING THE LAST TEN (10) YEAR PERIOD, HAS APPLICANT, ITS PARENT COMPANY, OR ANY OF ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES OR HOLDING COMPANIES MAINTAINED ANY NUMBERED ACCOUNT OR ANY ACCOUNT IN THE NAME OF A NOMINEE FOR APPLICANT?

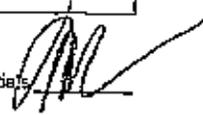
IF YOU ANSWER YES TO ANY OF THESE QUESTIONS, YOU MUST COMPLETE SCHEDULE 30, CONCERNING CONTRIBUTIONS AND DISBURSEMENTS.

**APPLICATION CHECKLIST**

PLACE A CHECKMARK IN THE BOX NEXT TO EACH ITEM APPLICANT HAS ATTACHED TO THIS APPLICATION AND DISCLOSURE INFORMATION FORM.

EACH ITEM MARKED AS MANDATORY MUST BE COMPLETED AND SUBMITTED AS PART OF THIS APPLICATION FORM. IF ANY ITEM IS MISSING, THE APPLICATION WILL BE CONSIDERED INCOMPLETE AND WILL NOT BE PROCESSED. IF A QUESTION, SCHEDULE OR ADDENDUM DOES NOT APPLY TO THE APPLICANT, YOU MUST WRITE "DOES NOT APPLY" IN EACH FIELD OF THE QUESTION, SCHEDULE OR ADDENDUM.

<input checked="" type="checkbox"/>	SCHEDULE 1: INCORPORATORS/FOUNDERS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 2: OTHER NAMES USED BY APPLICANT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 3: ADDRESSES CURRENTLY USED BY APPLICANT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 4: ADDRESSES USED BY APPLICANT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 5: CURRENT OFFICERS, DIRECTORS/PARTNERS AND TRUSTEES	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 6: FORMER (NO LONGER ACTIVE) OFFICERS, DIRECTORS/PARTNERS AND TRUSTEES	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 7: EMPLOYEES EARNING OVER \$250,000 IN ANNUAL COMPENSATION FROM APPLICANT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 8: BONUS, PROFIT SHARING, PENSION RETIREMENT, DEFERRED COMPENSATION & SIMILAR PLANS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 9: STOCK DESCRIPTION (FOR C CORPORATIONS, S-CORPORATIONS, LLCs)	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 10: VOTING SHAREHOLDERS (FOR C CORPORATIONS, S-CORPORATIONS, LLCs)	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 10A: INTEREST OF CURRENT PARTNERS (FOR PARTNERSHIPS, LLPs, LIMITED PARTNERSHIPS, LLCs)	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 10B: INTEREST OF FORMER PARTNERS (FOR PARTNERSHIPS, LLPs, LIMITED PARTNERSHIPS, LLCs)	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 11: NON-VOTING SHAREHOLDERS (FOR C CORPORATIONS, S-CORPORATIONS, LLCs)	MANDATORY

Initials 

<input checked="" type="checkbox"/>	SCHEDULE 12: LONG TERM DEBT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 13: HOLDERS OF LONG TERM DEBT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 14: OTHER INDEBTEDNESS AND SECURITY DEVICES	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 15: HOLDER OF OTHER INDEBTEDNESS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 16: SECURITIES OPTIONS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 17: BENEFICIAL OWNER OF OPTIONS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 18: OTHER PRINCIPALS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 19: FINANCIAL INSTITUTIONS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 20: CONTRACTS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 21: STOCK HELD BY APPLICANT	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 22: INSIDER TRANSACTIONS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 23: CRIMINAL HISTORY	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 24: TESTIMONY, INVESTIGATIONS OR POLYGRAPHS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 25: EXISTING LITIGATION	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 26: ANTI-TRUST, TRADE REGULATION AND SECURITY JUDGMENTS; STATUTORY AND REGULATORY VIOLATIONS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 27: BANKRUPTCY OR INSOLVENCY PROCEEDINGS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 28: NON-GAMING LICENSES AND PERMITS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 29: GAMING LICENSES AND PERMITS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 30: APPLICANT'S CONTRIBUTIONS AND DISBURSEMENTS	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 31: APPLICANT BACKGROUND PART 1	MANDATORY
<input checked="" type="checkbox"/>	SCHEDULE 32: APPLICANT BACKGROUND PART 2	MANDATORY
<input checked="" type="checkbox"/>	APPLICATION FOR PENNSYLVANIA TAX CLEARANCE REVIEW	MANDATORY
<input checked="" type="checkbox"/>	AFFIDAVIT	MANDATORY
<input checked="" type="checkbox"/>	RELEASE AUTHORIZATION	MANDATORY
<input checked="" type="checkbox"/>	WAIVER OF LIABILITY	MANDATORY
<input checked="" type="checkbox"/>	DIVERSITY PLAN STATEMENT	MANDATORY
<input type="checkbox"/>	CONDITIONAL/CATEGORY 1 APPLICANT'S AFFIRMATION	CATEGORY 1 APPLICANT ONLY

<input type="checkbox"/>	ADDENDUM 1 - REQUEST FOR USE OF ALTERNATIVE CATEGORY 1 SLOT MACHINE LICENSING STANDARDS FORM	CATEGORY 1 APPLICANT ONLY
<input type="checkbox"/>	ALTERNATIVE LICENSING AFFIDAVIT	OPTIONAL CATEGORY 1 APPLICANT ONLY
<input checked="" type="checkbox"/>	LICENSED ENTITY REPRESENTATIVE REGISTRATION	MANDATORY
<input checked="" type="checkbox"/>	ANNUAL CERTIFICATION TO PREVENT VIOLATIONS OF SECTION 1513 FORM	MANDATORY
<input checked="" type="checkbox"/>	PENNSYLVANIA POLITICAL CONTRIBUTIONS FORM	MANDATORY
<input checked="" type="checkbox"/>	FINANCIAL STATEMENT CERTIFICATION	MANDATORY
<input checked="" type="checkbox"/>	MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (ONE FOR EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE)	MANDATORY
<input checked="" type="checkbox"/>	PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM (ONE FOR EACH NATURAL PERSON WHO IS A PRINCIPAL OR KEY EMPLOYEE)	MANDATORY
<input type="checkbox"/>	PRINCIPAL ENTITY FORM (ONE FOR EACH ENTITY THAT IS A PRINCIPAL)	MANDATORY

Initials 

**APPENDICES**

**APPENDICES: THE APPENDICES ARE DOCUMENTS THE APPLICANT MUST PROVIDE OR CREATE. THE APPENDICES ARE NOT REPRESENTED IN THE APPLICATION QUESTIONS OR ITS SCHEDULES OR ADDENDA. EACH APPENDIX SHALL BE PRESENTED IN A TABBED MANNER AND EACH TAB MUST INDICATE THE APPENDIX NUMBER AS LISTED BELOW. IF AN APPENDIX DOES NOT APPLY TO AN APPLICANT, WRITE "DOES NOT APPLY" ON THE APPENDIX PAGE.**

<input checked="" type="checkbox"/>	APPENDIX 1: DESCRIPTION OF THE BUSINESS CURRENTLY PERFORMED AND THE BUSINESS INTENDED TO BE PERFORMED IN THE COMMONWEALTH. THIS INFORMATION MUST BE SPECIFIC AND MUST BE ORGANIZED AROUND THE TOPICS SHOWN IN <u>SCHEDULES 31 AND 32</u> . ADDITIONALLY, APPLICANT MUST INDICATE THE RELATIONSHIP BETWEEN IT AND ITS AFFILIATED ENTITIES AS IT RELATES TO THE BUSINESS INTENDED TO BE PERFORMED IN THE COMMONWEALTH IN THE FORM OF AN ORGANIZATION CHART WITH A NARRATIVE DESCRIPTION.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 2: DESCRIPTION OF ANY FORMER BUSINESS ENGAGED IN DURING THE LAST TEN (10) YEARS AND THE REASON FOR CESSATION OF THE BUSINESS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 3: DESCRIPTION OF ALL BONUS, PROFIT SHARING, PENSION, RETIREMENT, DEFERRED COMPENSATION AND SIMILAR PLANS. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULE 8</u> .	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 4: DESCRIPTION OF LONG TERM DEBT. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULES 12 AND 13</u> .	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 5: DESCRIPTION OF OTHER INDEBTEDNESS AND SECURITY DEVICES. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULES 14 AND 15</u> .	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 6: DESCRIPTION OF SECURITIES OPTIONS. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULES 16 AND 17</u> .	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 7: DESCRIPTION OF EXISTING LITIGATION. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULE 25</u> .	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 8: AUDITED FINANCIAL STATEMENT FOR THE LAST FISCAL YEAR. IF THE APPLICANT DOES NOT NORMALLY HAVE ITS FINANCIAL STATEMENTS AUDITED, ATTACH UNAUDITED FINANCIAL STATEMENTS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 9: AUDITED FINANCIAL STATEMENTS FOR THE LAST FIVE (5) YEARS. IF THE APPLICANT DOES NOT NORMALLY HAVE ITS FINANCIAL STATEMENTS AUDITED, ATTACH UNAUDITED FINANCIAL STATEMENTS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 10: ANNUAL REPORTS FOR THE LAST FIVE (5) YEARS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 11A: ANNUAL REPORTS PREPARED ON THE SEC'S 10K FOR THE LAST FIVE (5) YEARS. APPENDIX 11B: COPIES OF ANNUAL OR QUARTERLY FILINGS FOR THE LAST FIVE (5) YEARS REQUIRED UNDER THE LAWS OF A REGULATORY AGENCY OF ANOTHER COUNTRY.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 12: A COPY OF THE LAST QUARTERLY UNAUDITED FINANCIAL STATEMENT.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 13: A COPY OR COPIES OF ANY INTERIM REPORTS.	MANDATORY

Initials 

<input checked="" type="checkbox"/>	APPENDIX 14: A COPY OF THE LAST DEFINITIVE PROXY OR INFORMATION STATEMENT (SEC).	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 15: A COPY OF ALL REGISTRATION STATEMENTS FOR THE LAST FIVE (5) YEARS FILED IN ACCORDANCE WITH THE SECURITIES ACT OF 1933.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 16: COPIES OF ALL OTHER REPORTS PREPARED IN THE LAST FIVE (5) YEARS BY INDEPENDENT AUDITORS OF THE APPLICANT.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 17: CERTIFIED COPIES OF THE ARTICLES OF INCORPORATION, CHARTER, BYLAWS, PARTNERSHIP AGREEMENT OR OTHER OFFICIAL DOCUMENTS AND ALL AMENDMENTS AND PROPOSED AMENDMENTS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 18: CURRENT OWNERSHIP TABLE OF ORGANIZATION.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 19: FUNCTIONAL TABLE OF ORGANIZATION FOR APPLICANT WITH JOB DESCRIPTIONS, AND NAMES OF EMPLOYEES EARNING IN EXCESS OF \$250,000 IN ANNUAL COMPENSATION.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 20: COPIES OF FEDERAL ENTITY TAX FILINGS, INCLUDING FORMS 1120, 1120-S, 1120-F, 1065, 941 AND ALL OTHER BUSINESS RELATED TAX FORMS FILED WITH THE IRS IN THE LAST FIVE (5) YEARS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 21: COPIES OF 5500 FORMS FILED WITH THE IRS IN THE LAST FIVE (5) YEARS.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 22: DESCRIBE CRIMINAL HISTORY OF APPLICANT. THIS INFORMATION MUST BE PROVIDED IN ADDITION TO THE INFORMATION PROVIDED IN <u>SCHEDULE 23</u> . NARRATIVE INFORMATION ABOUT THE NATURE OF CHARGE OR COMPLAINT AND THE DISPOSITION MUST BE PROVIDED.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 23: PURSUANT TO §1312 OF THE GAMING ACT, THE BOARD MAY NOT APPROVE AN APPLICATION FOR LICENSURE IF ANY OF ITS PRINCIPALS DO NOT MEET THE CHARACTER REQUIREMENTS OF §1310, ELIGIBILITY REQUIREMENTS, OR PURCHASES A CONTROLLING INTEREST IN A LICENSED GAMING ENTITY IN VIOLATION OF §1328.  HAS THE APPLICANT DIVESTED ALL INTERESTS THAT WOULD PROHIBIT LICENSURE AND ELIMINATED ANY PRINCIPAL WHO DOES NOT MEET THE CHARACTER OR ELIGIBILITY REQUIREMENTS? IF NOT, PROVIDE AN EXPLANATION. IF IT DOES NOT APPLY, WRITE DOES NOT APPLY IN RESPONSE TO THIS APPENDIX.	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 24: PURSUANT TO §1330 OF THE GAMING ACT, NO LICENSEE, ITS AFFILIATE, INTERMEDIARY, SUBSIDIARY OR HOLDING COMPANY MAY POSSESS AN OWNERSHIP OR FINANCIAL INTEREST THAT IS GREATER THAN 33.3% OF ANOTHER SLOT MACHINE LICENSEE OR PERSON ELIGIBLE TO APPLY FOR A CATEGORY 1 LICENSE, ITS AFFILIATE, INTERMEDIARY, SUBSIDIARY OR HOLDING COMPANY.  DOES THE APPLICANT POSSESS AN OWNERSHIP OR FINANCIAL INTEREST THAT IS GREATER THAN 33.3% OF ANOTHER SLOT MACHINE LICENSEE OR PERSON ELIGIBLE TO APPLY FOR A CATEGORY 1 LICENSE, ITS AFFILIATE, INTERMEDIARY, SUBSIDIARY OR HOLDING COMPANY? PROVIDE AN EXPLANATION OR WRITE "DOES NOT APPLY".	MANDATORY
<input checked="" type="checkbox"/>	APPENDIX 25: PURSUANT TO §1512 OF THE GAMING ACT, NO EXECUTIVE-LEVEL STATE EMPLOYEE, PUBLIC OFFICIAL, PARTY OFFICER OR IMMEDIATE FAMILY MEMBER THEREOF SHALL HAVE A FINANCIAL INTEREST IN OR BE EMPLOYED, DIRECTLY OR INDIRECTLY, BY ANY LICENSED RACING ENTITY OR LICENSED GAMING ENTITY, OR ANY HOLDING, AFFILIATE, INTERMEDIARY OR SUBSIDIARY COMPANY, THEREOF, OR ANY SUCH APPLICANT.	MANDATORY

	HAS ANY PUBLIC OFFICIAL OR OTHER PROHIBITED PERSON POSSESSED A FINANCIAL INTEREST IN OR BEEN EMPLOYED DIRECTLY OR INDIRECTLY BY THE APPLICANT OR RELATED ENTITY AT OR FOLLOWING THE EFFECTIVE DATE OF THE PA GAMING ACT?	
✓	APPENDIX 26: PURSUANT TO §1313 OF THE GAMING ACT, PROVIDE INFORMATION, DOCUMENTATION AND ASSURANCES DEMONSTRATING THAT THE APPLICANT HAS SUFFICIENT BUSINESS ABILITY AND EXPERIENCE TO CREATE AND MAINTAIN A SUCCESSFUL, EFFICIENT OPERATION. ALSO PROVIDE BIOGRAPHIES OF THE KNOWN INDIVIDUALS WHO WILL PERFORM EXECUTIVE MANAGEMENT DUTIES AND PROVIDE NAMES OF ALL PROPOSED KEY EMPLOYEES AND A DESCRIPTION OF THEIR RESPECTIVE OR PROPOSED RESPONSIBILITIES AS THEY BECOME KNOWN.	MANDATORY
✓	APPENDIX 27: PURSUANT TO §1207(16) OF THE GAMING ACT, THE LICENSEE MUST SELL PENNSYLVANIA STATE LOTTERY TICKETS AT ITS FACILITY AS NEAR AS PRACTICABLE TO THE PAY WINDOWS. PROVIDE A PROPOSED FLOOR PLAN SPECIFYING THE LOCATIONS WHERE STATE LOTTERY TICKETS WILL BE SOLD AND THE PROXIMITY OF THOSE LOCATIONS TO PAY WINDOWS. (NOTE: THIS SUBMISSION MUST BE FINALIZED AND APPROVED BY THE BOARD PRIOR TO OPERATION).	MANDATORY
✓	APPENDIX 28: PROVIDE A LIST OF ANY HOSPITAL, PLACE OF WORSHIP, SCHOOL, CHARITABLE INSTITUTION, PARK, ZOO OR ANY SIMILAR PLACE FREQUENTED BY THE PUBLIC WITHIN 1500 FEET OF THE PROPOSED FACILITY.	MANDATORY
✓	APPENDIX 29: SUBMIT AN INITIAL NARRATIVE DESCRIPTION OF PROPOSED ADMINISTRATIVE AND ACCOUNTING PROCEDURES, INCLUDING A WRITTEN SYSTEM OF INTERNAL CONTROL, PURSUANT TO §1322 OF THE GAMING ACT (NOTE: THIS SUBMISSION MUST BE FINALIZED AND APPROVED BY THE BOARD PRIOR TO OPERATION).	MANDATORY
✓	APPENDIX 30: PROVIDE MARKETING PLANS AND PROPOSALS AND DETAILS OF THE PROXIMITY OF THE FACILITY TO ITS MARKETING SERVICE AREA.	MANDATORY
✓	APPENDIX 31: PROVIDE COPIES OF LOCAL ZONING AND LAND USE APPROVALS OR A DETAILED EXPLANATION OF THE STATUS OF THE REQUEST WITH COPIES OF ALL FILINGS.	MANDATORY
✓	APPENDIX 32: PURSUANT TO §1322 OF THE GAMING ACT AND/OR BOARD REGULATIONS, SUBMIT A COMPLETE PROPOSED SITE PLAN OF THE PROPOSED LICENSED FACILITY, INCLUSIVE OF TRAFFIC STUDIES AND THE PARKING PLAN, INCLUDING THE NUMBER OF PARKING SPACES, ACCOMPANIED BY ARCHITECTURAL DRAWINGS AND A PROPOSED GAMING FLOOR LAYOUT. THE GAMING FLOOR LAYOUT SHOULD CLEARLY DELINEATE THE SQUARE FOOTAGE OF THE AREA TO BE USED FOR THE PLACEMENT OF SLOT MACHINES AND TABLE GAMES AS WELL AS THE SQUARE FOOTAGE OF THE AREA THAT WILL NOT BE USED FOR THE PLACEMENT OF SLOT MACHINES AND TABLE GAMES. FURTHER, THE GAMING FLOOR LAYOUT SHOULD DELINEATE THE SQUARE FOOTAGE RESERVED FOR ADDITIONAL SLOT MACHINES AND TABLE GAMES PERMITTED PURSUANT TO §1210 AND §13A11 OF THE GAMING ACT. PURSUANT TO §1210, PROVIDE DETAILS OF THE PROPOSED LOCATION OF SLOT MACHINES AND TABLE GAMES AT THE FACILITY AND THE NUMBER OF SLOT MACHINES AND TABLE GAMES REQUESTED. PURSUANT TO §1207 OF THE GAMING ACT, PROPOSED SURVEILLANCE CAMERA LOCATIONS BOTH WITHIN AND OUTSIDE THE PROPOSED LICENSED FACILITY SHOULD ALSO BE CLEARLY DELINEATED ON THE GAMING FLOOR LAYOUT AS WELL AS PROPOSED SECURITY ZONES ON THE GAMING FLOOR AND WITHIN AND OUTSIDE THE LICENSED FACILITY. (NOTE: THE SITE PLAN, GAMING FLOOR LAYOUT AND RELATED SURVEILLANCE AND SECURITY PROPOSALS MUST BE FINALIZED AND APPROVED BY THE BOARD PRIOR TO OPERATION).	MANDATORY

15	APPENDIX 33: PROVIDE DETAILS OF PLANNED RETAIL AND FOOD VENUES FOR THE FACILITY AND THE IDENTIFICATION OF THE OPERATORS OF EACH RETAIL FOOD VENUE.	MANDATORY
16	APPENDIX 34: PROVIDE A LOCAL IMPACT REPORT, ENGINEERING REPORTS AND TRAFFIC STUDIES, INCLUDING DETAILS OF ANY ADVERSE IMPACT ON TRANSPORTATION, TRANSIT ACCESS, HOUSING, WATER AND SEWER SYSTEMS, LOCAL POLICE AND EMERGENCY SERVICE CAPABILITIES, EXISTING TOURISM, INCLUDING HISTORICAL AND CULTURAL RESOURCES OR OTHER MUNICIPAL SERVICE OR RESOURCE. A COPY OF THE LOCAL IMPACT REPORT SHALL BE PROVIDED TO EACH POLITICAL SUBDIVISION IN WHICH THE LICENSED FACILITY WILL BE LOCATED AT LEAST SEVEN (7) DAYS PRIOR TO THE FILING OF THE APPLICATION FOR A SLOT MACHINE LICENSE. THE APPLICANT SHALL FILE A PROOF OF SERVICE WITH THE BOARD.	MANDATORY
17	APPENDIX 35: PROVIDE DETAILS OF LAND ACQUISITION COSTS.	MANDATORY
18	APPENDIX 36: PROVIDE DETAILS OF A COMPULSIVE OR PROBLEM GAMBLING PLAN.	MANDATORY
19	APPENDIX 37: IF A TEMPORARY FACILITY IS TO BE LICENSED, PROVIDE DETAILS OF THE TEMPORARY FACILITY AS WELL AS A PLAN FOR HOW THE LICENSEE WILL TRANSITION TO A PERMANENT FACILITY, INCLUDING A DATE FOR THE COMPLETION OF THE PERMANENT FACILITY.	MANDATORY
20	<p>APPENDIX 38: AS REQUIRED BY §1325 OF THE GAMING ACT, APPLICANT MUST ADDRESS EACH ITEM LISTED IN THIS SECTION. IF AN ITEM DOES NOT APPLY, THE APPLICANT MUST STATE THAT IN RESPONSE TO EACH ITEM LISTED. PROVIDE A PLAN, WITH DETAILS, FOR THE FOLLOWING:</p> <ol style="list-style-type: none"> <li>(1) THE LOCATION AND QUALITY OF THE PROPOSED FACILITY, INCLUDING, BUT NOT LIMITED TO, ROAD AND TRANSIT ACCESS, PARKING AND CENTRALITY TO MARKET SERVICE AREA;</li> <li>(2) THE POTENTIAL FOR NEW JOB CREATION AND ECONOMIC DEVELOPMENT WHICH WILL RESULT FROM GRANTING A LICENSE TO THE APPLICANT;</li> <li>(3) THE APPLICANT'S GOOD FAITH PLAN TO RECRUIT, TRAIN AND UPGRADE DIVERSITY IN ALL EMPLOYMENT CLASSIFICATIONS IN THE FACILITY;</li> <li>(4) THE APPLICANT'S GOOD FAITH PLAN FOR ENHANCING THE REPRESENTATION OF DIVERSE GROUPS IN THE OPERATION OF ITS FACILITY THROUGH THE OWNERSHIP AND OPERATION OF BUSINESS ENTERPRISES ASSOCIATED WITH OR UTILIZED BY ITS FACILITY OR THROUGH THE PROVISION OF GOODS OR SERVICES UTILIZED BY ITS FACILITY AND THROUGH THE PARTICIPATION IN THE OWNERSHIP OF THE APPLICANT. PROVIDE SPECIFIC INFORMATION REGARDING THE DIVERSITY IN OWNERSHIP OF THE APPLICANT, I.E. MINORITIES, WOMEN;</li> <li>(5) THE APPLICANT'S GOOD FAITH EFFORT TO ASSURE THAT ALL PERSONS ARE ACCORDED EQUALITY OF OPPORTUNITY IN EMPLOYMENT AND CONTRACTING BY IT AND ANY CONTRACTORS, SUBCONTRACTORS, ASSIGNEES, LESSEES, AGENTS, GAMING SERVICE PROVIDERS AND SUPPLIERS IT MAY EMPLOY DIRECTLY OR INDIRECTLY;</li> <li>(6) THE HISTORY AND SUCCESS OF THE APPLICANT IN DEVELOPING TOURISM FACILITIES ANCILLARY TO GAMING DEVELOPMENT, IF APPLICABLE TO THE APPLICANT;</li> <li>(7) THE DEGREE TO WHICH THE APPLICANT PRESENTS A PLAN FOR THE PROJECT WHICH WILL LIKELY LEAD TO THE CREATION OF QUALITY, LIVING-WAGE JOBS AND FULL-TIME PERMANENT JOBS FOR RESIDENTS OF THIS COMMONWEALTH GENERALLY AND FOR RESIDENTS OF THE HOST POLITICAL SUBDIVISION IN PARTICULAR;</li> </ol>	MANDATORY

	<p>(8) THE RECORD OF THE APPLICANT AND ITS DEVELOPER IN MEETING COMMITMENTS TO LOCAL AGENCIES, COMMUNITY-BASED ORGANIZATIONS AND EMPLOYEES IN OTHER LOCATIONS;</p> <p>(9) THE DEGREE TO WHICH POTENTIAL ADVERSE EFFECTS WHICH MIGHT RESULT FROM THE PROJECT, INCLUDING COSTS OF MEETING THE INCREASED DEMAND FOR PUBLIC HEALTH CARE, CHILD CARE, PUBLIC TRANSPORTATION, AFFORDABLE HOUSING AND SOCIAL SERVICES, WILL BE MITIGATED;</p> <p>(10) THE RECORD OF THE APPLICANT AND ITS DEVELOPER REGARDING COMPLIANCE WITH</p> <p>(i) FEDERAL, STATE AND LOCAL DISCRIMINATION, WAGE AND HOUR, DISABILITY AND OCCUPATIONAL AND ENVIRONMENTAL HEALTH AND SAFETY LAWS AS WELL AS</p> <p>(ii) STATE AND LOCAL LABOR RELATIONS AND EMPLOYMENT LAWS;</p> <p>(iii) THE APPLICANT'S RECORD IN DEALING WITH ITS EMPLOYEES AND THEIR REPRESENTATIVES AT OTHER LOCATIONS.</p>	
✓	APPENDIX 39: PROVIDE INFORMATION DEMONSTRATING ADEQUATE FINANCING FOR THE PROPOSED FACILITY AND TERMS OF FINANCING INCLUDING PAYBACK PERIOD.	MANDATORY
✓	APPENDIX 40: PROVIDE BUSINESS AND ECONOMIC DEVELOPMENT PLANS AND TIMETABLES, PROJECTED DEBT SERVICE EXPENSES, PROJECTED EBITDA AND INTERNAL RATE OF RETURN, PROJECTED ANNUAL GROSS TERMINAL REVENUE, PROJECTED OPERATING AND CAPITAL EXPENSES AND DEFINED GAMING MARKET AND PROJECTED VISITATION.	MANDATORY
✓	<p>APPENDIX 41: PROVIDE LETTERS OF REFERENCE FROM LAW ENFORCEMENT AGENCIES HAVING JURISDICTION IN THE APPLICANT'S AND PRINCIPAL'S MAIN PLACE OF RESIDENCE AND PLACE OF BUSINESS INDICATING THAT THE AGENCY DOES NOT HAVE ANY PERTINENT INFORMATION RELATING TO THE APPLICANT OR ITS PRINCIPALS. IF THE LAW ENFORCEMENT AGENCY HAS INFORMATION PERTAINING TO THE APPLICANT OR ITS PRINCIPALS, THE LETTER SHALL SPECIFY THE DETAILS OF THE INFORMATION.</p> <p>IF NO LETTERS ARE RECEIVED WITHIN 30 DAYS OF THE REQUEST, THE APPLICANT OR PRINCIPAL MAY SUBMIT A SWORN OR AFFIRMED STATEMENT THAT THE APPLICANT OR PRINCIPAL IS A CITIZEN IN GOOD STANDING IN HIS JURISDICTION OF RESIDENCE AND PRIMARY PLACE OF BUSINESS.</p>	MANDATORY
✓	<p>APPENDIX 42: IF THE APPLICANT HAS HELD A GAMING LICENSE IN ANY JURISDICTION, PROVIDE A LETTER OF REFERENCE FROM THE GAMING OR CASINO ENFORCEMENT OR REGULATORY AGENCY IN THE OTHER JURISDICTION, SPECIFYING THE EXPERIENCES OF THE AGENCY WITH THE APPLICANT, THE APPLICANT'S ASSOCIATES AND THE APPLICANT'S GAMING OPERATION.</p> <p>IF NO LETTER IS RECEIVED WITHIN 30 DAYS OF REQUEST BY THE APPLICANT, THE APPLICANT MAY SUBMIT A SWORN OR AFFIRMED STATEMENT THAT THE APPLICANT'S OPERATION IS IN GOOD STANDING WITH THE REGULATORY AGENCY.</p>	MANDATORY
✓	APPENDIX 43: PROVIDE AN ORIGINAL PAYMENT BOND OR AN ORIGINAL IRREVOCABLE LETTER OF CREDIT THAT INCLUDES A DRAW CERTIFICATE, AT THE APPLICANT'S OPTION, GUARANTEEING THE APPLICANT'S PAYMENT OF THE SLOT MACHINE LICENSE FEE REQUIRED BY §1209 (FOR CATEGORY 1 AND 2) AND §1305 (CATEGORY 3) OF THE GAMING ACT.	MANDATORY
✓	APPENDIX 44: PROVIDE A CHART OF EXISTING GAMING SERVICE PROVIDERS* INCLUDING THE NAME, ADDRESS, PHONE AND TAX IDENTIFICATION NUMBER OF THE	MANDATORY

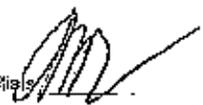
	<p>GAMING SERVICE PROVIDERS, TYPES OF GOODS AND/OR SERVICES PROVIDED BY THE GAMING SERVICE PROVIDERS, TOTAL DOLLAR AMOUNT OF BUSINESS WITH GAMING SERVICE PROVIDERS IN THE PAST TWELVE (12) MONTHS AND TOTAL DOLLAR AMOUNT OF BUSINESS EXPECTED TO BE CONDUCTED WITH GAMING SERVICE PROVIDERS IN THE NEXT TWELVE (12) MONTHS.</p> <p>* GAMING SERVICE PROVIDERS IS DEFINED IN 58 PA. CODE §401A.3.</p>	
<input checked="" type="checkbox"/>	<p>APPENDIX 45: PROVIDE A SUMMARY OF ALL PERSONS WHO HOLD AN OWNERSHIP OR OTHER BENEFICIAL INTEREST IN THE APPLICANT AND ANY SUCH INTEREST IN ANY OF ITS PRINCIPAL AFFILIATES OR PRINCIPAL ENTITIES REQUIRED TO BE LICENSED OR PERMITTED IN PENNSYLVANIA; PROVIDED HOWEVER, IF ANY OF THE ENTITIES ARE PUBLICLY TRADED, ONLY INTERESTS EQUAL TO OR EXCEEDING FIVE PERCENT MUST BE DISCLOSED. OWNERSHIP INTEREST SHOULD BE PROVIDED IN A MANNER CONSISTENT WITH THE OWNERSHIP INTEREST REPORT FOUND ON THE BOARD'S WEBSITE UNDER LICENSURE/REPORTS AND GENERAL INFORMATION.</p>	<p>MANDATORY</p>

CATEGORY 1 APPLICANTS ONLY

<input type="checkbox"/>	<p>APPENDIX 46: PURSUANT TO §1308(C) OF THE GAMING ACT, THE BOARD AND THE COMMISSIONS SHALL NOT CONSIDER ANY APPLICATION FOR A LICENSE IF THE APPLICANT OR ANY PERSON AFFILIATED WITH OR DIRECTLY RELATED TO THE APPLICANT IS A PARTY IN ANY ONGOING CIVIL PROCEEDING IN WHICH THE PARTY IS SEEKING TO OVERTURN OR OTHERWISE CHALLENGE A DECISION OR ORDER OF THE BOARD OR COMMISSIONS PERTAINING TO THE APPROVAL, DENIAL OR CONDITIONING OF A LICENSE TO CONDUCT THOROUGHBRED OR HARNESS HORSE RACE MEETINGS RESPECTIVELY WITH PARI-MUTUEL WAGERING OR TO OPERATE SLOT MACHINES.</p> <p>IS THE APPLICANT OR AFFILIATED PERSON A PARTY TO ANY ONGOING CIVIL PROCEEDINGS SEEKING TO OVERTURN A DECISION OR ORDER OF THE BOARD OR COMMISSIONS? IF YES, THE BOARD MAY NOT CONSIDER THE APPLICATION. IF NO, PROVIDE A STATEMENT ASSERTING THAT THE APPLICANT IS NOT CHALLENGING THE BOARD OR COMMISSION'S DECISION OR ORDERS.</p>	<p>CATEGORY 1 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 47: PROVIDE A VERIFICATION FROM THE HORSE RACING COMMISSION OR THE HARNESS RACING COMMISSION STATING THAT THE APPLICANT HAS SATISFIED THE LICENSE ELIGIBILITY REQUIREMENTS UNDER §1302 OF THE GAMING ACT (RELATING TO CONDITIONAL/CATEGORY 1 SLOT MACHINE LICENSE) AND THAT THE APPLICANT SATISFIES THE LIVE RACING REQUIREMENTS UNDER §1303 OF THE GAMING ACT.</p>	<p>CATEGORY 1 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 48: PROVIDE A STATEMENT DETAILING THE APPLICANT'S REGULATORY HISTORY AS A LICENSED RACING ENTITY UNDER THE JURISDICTION OF THE PENNSYLVANIA HORSE RACING COMMISSION OR STATE HARNESS RACING COMMISSION, INCLUDING THE APPLICANT'S HISTORY OF SUITABILITY AND COMPLIANCE WITH THE RACE HORSE INDUSTRY REFORM ACT IN THE OPERATION OF THE RACE TRACK AND NONPRIMARY LOCATIONS AND THE CONDUCT OF PARI-MUTUEL WAGERING.</p>	<p>CATEGORY 1 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 49: PROVIDE A DETAILED PLAN FOR THE MANAGEMENT OF ACCOUNTS CREATED FROM FUNDS ALLOCATED UNDER §1406 OF THE GAMING ACT (RELATING TO DISTRIBUTIONS FROM PENNSYLVANIA RACE HORSE DEVELOPMENT FUND).</p>	<p>CATEGORY 1 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 50: PROVIDE A DETAILED PLAN FOR THE MANAGEMENT AND USE OF BACKSIDE AREA IMPROVEMENT AND MAINTENANCE ACCOUNTS UNDER §1404 OF THE GAMING ACT (RELATING TO DISTRIBUTION FROM LICENSEE'S REVENUE RECEIPTS).</p>	<p>CATEGORY 1 APPLICANT ONLY</p>

CATEGORY 3 APPLICANTS ONLY

<input type="checkbox"/>	<p>APPENDIX 51: PROVIDE A STATEMENT DETAILING THE PROPOSED PLANS AND LOCATION OF THE LICENSED FACILITY AND EXPLAIN HOW THE FACILITY WILL BE LOCATED AT A WELL-ESTABLISHED RESORT HOTEL (AS DEFINED IN BOARD REGULATIONS). INCLUDE A STATEMENT OF THE NUMBER OF ROOMS UNDER COMMON OWNERSHIP, AND HOW EACH ROOM IS HELD, I.E. NON-DEEDED TIME SHARE, DEEDED TIME SHARE AND STANDARD HOTEL ROOM. ALSO INCLUDE IN THE STATEMENT A LIST OF THE SUBSTANTIAL YEAR-ROUND RECREATIONAL GUEST AMENITIES OFFERED. THE STATEMENT MUST ALSO DEMONSTRATE COMPLIANCE WITH THE GEOGRAPHICAL REQUIREMENTS OF §1305(3) OF THE GAMING ACT (RELATING TO CATEGORY 3 SLOT MACHINE LICENSE), WHICH PROVIDES THAT NO CATEGORY 3 LICENSEE SHALL BE LOCATED WITHIN 15 LINEAR MILES OF ANOTHER LICENSED FACILITY.</p>	<p>CATEGORY 3 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 52: PROVIDE DOCUMENTATION TO THE BOARD PROVING THAT THE APPLICANT IS THE OWNER OF THE WELL-ESTABLISHED RESORT HOTEL OR IS A WHOLLY OWNED SUBSIDIARY OF THE OWNER OF THE WELL-ESTABLISHED RESORT HOTEL.</p>	<p>CATEGORY 3 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 53: PROVIDE A STATEMENT DETAILING THE APPLICANT'S PROPOSED AMENITIES PLAN. EXPLAIN THE AMENITIES THAT THE APPLICANT INTENDS TO MAKE AVAILABLE AT THE RESORT HOTEL, AND THE COSTS OF THE AMENITIES TO PATRONS OF THE RESORT HOTEL.</p>	<p>CATEGORY 3 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 54: PROVIDE A PROPOSED FEE SCHEDULE FOR EACH AMENITY OFFERED AT THE WELL-ESTABLISHED RESORT AND A JUSTIFICATION FOR HOW THE FEES MEET THE DEFINITION OF NON-DE MINIMIS CONSIDERATION (AS DEFINED IN BOARD REGULATIONS). THE FEE SCHEDULE SHOULD INCLUDE PROPOSED FEES FOR SEASONAL OR YEAR-ROUND MEMBERSHIPS.</p>	<p>CATEGORY 3 APPLICANT ONLY</p>
<input type="checkbox"/>	<p>APPENDIX 55: PROVIDE A PLAN DETAILING HOW THE APPLICANT, AS PART OF ITS OPERATIONAL PLAN, WILL MONITOR THE GAMING AREA TO ENSURE COMPLIANCE WITH REGULATIONS RELATING TO SELF-EXCLUSION; PERSONS REQUIRED TO BE EXCLUDED AND UNDERAGE GAMING AND THAT ONLY THE FOLLOWING PERSONS ARE PERMITTED TO ENTER THE GAMING AREA: (1) REGISTERED OVERNIGHT GUESTS; (2) PATRONS OF ONE OR MORE AMENITIES (AS PATRON OF THE AMENITIES IS DEFINED IN BOARD REGULATIONS); (3) AUTHORIZED EMPLOYEES; (4) ANY OTHER PERSONS AUTHORIZED BY THE BOARD. THE PLAN SHOULD INCLUDE METHODS FOR CONTROLLING ACCESS TO THE GAMING FLOOR BY THOSE INDIVIDUALS HOLDING VALID SEASONAL OR YEAR-ROUND MEMBERSHIPS AND PATRONS OF THE AMENITIES SEEKING TO ACCESS THE GAMING FLOOR WITHIN 72 HOURS OF THE USE OF THE AMENITY.</p>	<p>CATEGORY 3 APPLICANT ONLY</p>

Initials 

SCHEDULE 1: INCORPORATORS/FOUNDERS

NAME AND ADDRESS			
FIRST NAME <i>William</i>	MIDDLE NAME <i>Alan</i>	LAST NAME <i>Landman</i>	SUFFIX (JR., SR., ETC.)
OCCUPATION		TITLE	
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	
COUNTRY	EMAIL ADDRESS	STATE/PROVINCE	POSTAL CODE
PHONE NUMBER ( )		FAX NUMBER ( )	
MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED? PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?			
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO			
NAME AND ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
OCCUPATION		TITLE	
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	
COUNTRY	EMAIL ADDRESS	STATE/PROVINCE	POSTAL CODE
PHONE NUMBER ( )		FAX NUMBER ( )	
MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED? PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?			
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO			
NAME AND ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
OCCUPATION		TITLE	
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	
COUNTRY	EMAIL ADDRESS	STATE/PROVINCE	POSTAL CODE
PHONE NUMBER ( )		FAX NUMBER ( )	
MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED? PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?			
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO			

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

Initial 



SCHEDULE 3: ADDRESSES CURRENTLY USED BY APPLICANT

PROVIDE ALL ADDRESSES CURRENTLY USED BY APPLICANT.

ADDRESSES				
ADDRESS PURPOSE <i>Office / Mail Address</i>				
ADDRESS LINE 1				
ADDRESS LINE 2		ADDRESS LINE 3		
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE	POSTAL CODE
<i>USA</i>		<i>Wynnewood</i>	<i>PA</i>	<i>19096</i>
		PHONE NUMBER	FAX NUMBER	
		<i>610 896-3000</i>	<i>610 896-3083</i>	
ADDRESS PURPOSE				
ADDRESS LINE 1				
ADDRESS LINE 2		ADDRESS LINE 3		
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE	POSTAL CODE
		PHONE NUMBER	FAX NUMBER	
		( )	( )	
ADDRESS PURPOSE				
ADDRESS LINE 1				
ADDRESS LINE 2		ADDRESS LINE 3		
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE	POSTAL CODE
		PHONE NUMBER	FAX NUMBER	
		( )	( )	
ADDRESS PURPOSE				
ADDRESS LINE 1				
ADDRESS LINE 2		ADDRESS LINE 3		
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE	POSTAL CODE
		PHONE NUMBER	FAX NUMBER	
		( )	( )	

Incls 

**SCHEDULE 4: ADDRESSES USED BY APPLICANT**

PROVIDE ALL ADDRESSES, OTHER THAN THOSE LISTED ON SCHEDULE 3, WHICH APPLICANT HAS USED OR FROM WHICH IT WAS CONDUCTING BUSINESS DURING THE LAST TEN (10) YEAR PERIOD, AND PROVIDE THE APPROXIMATE DATES DURING WHICH SUCH ADDRESSES WERE USED.

ADDRESS PURPOSE			
ADDRESS LINE 1		ADDRESS USED FROM	ADDRESS USED TO
ADDRESS LINE 2			
ADDRESS LINE 3			
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE
		PHONE NUMBER	POSTAL CODE
		( )	( )
ADDRESS PURPOSE			
ADDRESS LINE 1		ADDRESS USED FROM	ADDRESS USED TO
ADDRESS LINE 2			
ADDRESS LINE 3			
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE
		PHONE NUMBER	POSTAL CODE
		( )	( )
ADDRESS PURPOSE			
ADDRESS LINE 1		ADDRESS USED FROM	ADDRESS USED TO
ADDRESS LINE 2			
ADDRESS LINE 3			
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE
		PHONE NUMBER	POSTAL CODE
		( )	( )
ADDRESS PURPOSE			
ADDRESS LINE 1		ADDRESS USED FROM	ADDRESS USED TO
ADDRESS LINE 2			
ADDRESS LINE 3			
COUNTRY	EMAIL ADDRESS	CITY	STATE/PROVINCE
		PHONE NUMBER	POSTAL CODE
		( )	( )

*Does Not Apply*

Initials 

**SCHEDULE 5: CURRENT OFFICERS, DIRECTORS/PARTNERS AND TRUSTS**

PROVIDE THE FOLLOWING INFORMATION FOR ALL OFFICERS, DIRECTORS/PARTNERS AND TRUSTEES. GRANTORS OR BENEFICIARIES OF A TRUST THAT IS REQUIRED TO BE LICENSED AS A PRINCIPAL UNDER THIS CHAPTER.

FIRST NAME		MIDDLE NAME		NAME AND HOME ADDRESS		SUPER (JRL, SR., ETC.)		DATE OF BIRTH	
MainLine MEA GP, LLC									
ADDRESS LINE 1				ADDRESS LINE 2					
ADDRESS LINE 3				ADDRESS LINE 4					
COUNTRY		EMAIL ADDRESS		PHONE NUMBER		FAX NUMBER		POSTAL CODE	
USA									
APPLICANT NAME		APPLICANT ADDRESS							
MainLine MEA Partners, L.P.		CURRENT TITLE OR POSITION							
ADDRESS LINE 1		General Partner							
ADDRESS LINE 2		ADDRESS LINE 2							
5 suite 300		308 E. Lancaster Ave							
COUNTRY		EMAIL ADDRESS		CITY		STATE/PROVINCE		POSTAL CODE	
USA				Wyncott PA		PA		19096	
						PHONE NUMBER		FAX NUMBER	
						610-896-3000		610-896-3003	
FROM DATE	TO DATE	TITLE OR POSITION	ANNUAL COMPENSATION'S VALUE		COMPOSITION OF COMPENSATION (SPECIFY SALARY, WAGES, COMMISSIONS, FEES, BONUS OR OTHER)				
1/29/13	Present	General Partner							
MULT-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									
PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULT-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

Initials 



**SCHEDULE 7: EMPLOYEES EARNING OVER \$250,000 IN ANNUAL COMPENSATION FROM APPLICANT**

PROVIDE THE FOLLOWING INFORMATION FOR ALL EMPLOYEES EARNING OVER \$250,000 IN ANNUAL COMPENSATION FROM APPLICANT. DO NOT INCLUDE PERSONS ALREADY LISTED ON SCHEDULE 5.

FIRST NAME		MOBILE NAME	NAME AND HOME ADDRESS		DATE OF BIRTH
			LAST NAME	SUFFIX (JR, SR, ETC.)	
ADDRESS LINE 1			ADDRESS LINE 2		
ADDRESS LINE 3			ADDRESS LINE 4		
COUNTRY	EMAIL ADDRESS		CITY	STATE/PROVINCE	POSTAL CODE
			PHONE NUMBER	FAX NUMBER	
			( )	( )	
APPLICANT NAME			APPLICANT ADDRESS		
ADDRESS LINE 1			CURRENT TITLE OR POSITION		
ADDRESS LINE 2			ADDRESS LINE 2		
ADDRESS LINE 3			ADDRESS LINE 3		
COUNTRY	EMAIL ADDRESS		CITY	STATE/PROVINCE	POSTAL CODE
			PHONE NUMBER	FAX NUMBER	
			( )	( )	
DATES		TITLES AND/OR POSITIONS HELD	STARTING WITH CURRENT POSITION AND WORKING BACKWARDS		
FROM DATE	TO DATE	TITLE OR POSITION	ANNUAL COMPENSATION & VALUE	COMPOSITION OF COMPENSATION (SPECIFY SALARY, WAGES, COMMISSIONS, FEES, BONUS OR OTHER)	

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY

Initial 

**SCHEDULE B: BONUS, PROFIT SHARING, PENSION RETIREMENT, DEFERRED COMPENSATION & SIMILAR PLANS**

PROVIDE THE FOLLOWING INFORMATION AND ATTACH A DESCRIPTION OF PLANS AS APPENDIX 3. ADDITIONALLY ATTACH AS APPENDIX 2: COPIES OF APPLICANT'S 5500 FORMS FILED WITH THE IRS FOR THE PAST FIVE (5) YEARS.

TITLE OR NAME OF PLAN								PLAN															
TRUSTEE NAME				PLAN TRUSTEE NAME & ADDRESS																			
ADDRESS LINE 1				ADDRESS LINE 2				ADDRESS LINE 3				CITY				STATE/PROVINCE				POSTAL CODE			
COUNTRY				EMAIL ADDRESS				PHONE NUMBER				FAX NUMBER											
								[ ]				[ ]											
MATERIAL FEATURES OF THE PLAN								PLAN SPECIFICATIONS															
METHODS OF FINANCING PLAN																							
CLASS OF PERSONS IN PLAN				NUMBER OF INDIVIDUALS IN EACH CLASS				AMOUNT DISTRIBUTED TO EACH CLASS OF PERSONS DURING THE LAST FISCAL YEAR THE PLAN WAS IN EFFECT															

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.







**SCHEDULE 16A: INTEREST OF CURRENT PARTNERS (FOR PARTNERSHIPS, LLPs, LIMITED PARTNERSHIPS, LLCs)**

PROVIDE THE FOLLOWING INFORMATION FOR EACH PARTNER.

PARTNER NAME AND HOME ADDRESS			
FIRST NAME	LAST NAME	SUFFIX (JR., SR., ETC.)	DATE OF BIRTH
ADDRESS LINE 1		ADDRESS LINE 2	
CITY		COUNTY	STATE
COUNTRY	EMAIL ADDRESS	PHONE NUMBER	FAX NUMBER
PARTNERSHIP INTERESTS			
PARTNER TYPE	PERCENTAGE OF OWNERSHIP IN APPLICANT	PARTNERSHIP PARTICIPATION FROM	DESCRIPTION OF PARTICIPATION IN THE OPERATION OF THE APPLICANT
<input type="checkbox"/> LIMITED PARTNER <input type="checkbox"/> DORMANT/SILENT/SECRET PARTNER <input type="checkbox"/> NOMINAL PARTNER <input type="checkbox"/> LIMITED LIABILITY INTEREST <input type="checkbox"/> OTHER: _____	[REDACTED]	[REDACTED]	[REDACTED]
MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED? PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED? PRINCIPAL ENTITY FORM ATTACHED?			

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

Initials 

**SCHEDULE 10A: INTEREST OF CURRENT PARTNERS (FOR PARTNERSHIPS, LLPS, LIMITED PARTNERSHIPS, LLCs)**

PROVIDE THE FOLLOWING INFORMATION FOR EACH PARTNER.

FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX (JR, SR, ETC.)		DATE OF BIRTH	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
ADDRESS LINE 1				ADDRESS LINE 2				ADDRESS LINE 3	
[REDACTED]				[REDACTED]				[REDACTED]	
COUNTRY		EMAIL ADDRESS		PHONE NUMBER		FAX NUMBER		PARTNER SINCE	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
PARTNERSHIP INTEREST									
PARTNER TYPE	PERCENTAGE OF OWNERSHIP IN APPLICANT		PARTNERSHIP PARTICIPATION FROM		DESCRIPTION OF PARTICIPATION IN THE OPERATION OF THE APPLICANT				
GENERAL/FULL PARTNER	[REDACTED]		[REDACTED]		[REDACTED]				
LIMITED PARTNER	[REDACTED]		[REDACTED]		[REDACTED]				
SERIAL/SLIP/SILENT/SECRET PARTNER	[REDACTED]		[REDACTED]		[REDACTED]				
MANUAL PARTNER	[REDACTED]		[REDACTED]		[REDACTED]				
LIMITED LIABILITY INTEREST	[REDACTED]		[REDACTED]		[REDACTED]				
OTHER:	[REDACTED]		[REDACTED]		[REDACTED]				
MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									
PRINCIPAL/KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULTI-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									
PRINCIPAL ENTITY FORM ATTACHED?									

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

In: [Signature]

**SCHEDULE 10B: INTEREST OF FORMER PARTNERS (FOR PARTNERSHIPS, LLPs, LIMITED PARTNERSHIPS, LLCs)**

PROVIDE THE FOLLOWING INFORMATION FOR EACH FORMER PARTNER FOR THE LAST TEN (10) YEARS.

FORMER PARTNER NAME AND HOME ADDRESS					
FIRST NAME	MIDDLE NAME	LAST NAME		SUFFIX (JR., SR., ETC.)	DATE OF BIRTH
ADDRESS LINE 1			ADDRESS LINE 2		
ADDRESS LINE 3			CITY	STATE/PROVINCE	POSTAL CODE
COUNTRY	EMAIL ADDRESS		PHONE NUMBER ( )	FAX NUMBER ( )	
PARTNER'S INTEREST					
PARTNER TYPE	PERCENTAGE OF OWNERSHIP APPLICANT	PARTNERSHIP PARTICIPATION FROM	PARTNERSHIP PARTICIPATION TO	DESCRIPTION OF PARTICIPATION IN THE OPERATION OF THE APPLICANT	REASONS FOR AND TERMS OF SEPARATION
<input type="checkbox"/> GENERAL/FULL PARTNER <input type="checkbox"/> LIMITED PARTNER <input type="checkbox"/> DORMANT/SILENT/SECRET PARTNER <input type="checkbox"/> NOMINAL PARTNER <input type="checkbox"/> LIMITED LIABILITY INTEREST <input type="checkbox"/> OTHER _____					

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

*[Handwritten Signature]*  
initials



**SCHEDULE 12: LONG TERM DEBT**

DESCRIBE THE NATURE, TYPE, COVENANTS AND PRIORITIES OF ALL OUTSTANDING BONDS, LOANS, MORTGAGES, TRUST DEEDS, NOTES, DEBENTURES OR OTHER FORMS OF INDEBTEDNESS ISSUED OR EXECUTED (INCLUDING LOANS MADE BY SHAREHOLDERS), OR TO BE ISSUED OR EXECUTED, BY THE APPLICANT, WHICH MATURE MORE THAN ONE YEAR FROM THE DATE OF ISSUANCE OR WHICH, BY THEIR TERMS, ARE RENEWABLE FOR A PERIOD OF MORE THAN ONE (1) YEAR FROM THE DATE OF ISSUANCE. ATTACH DESCRIPTION AND DOCUMENTATION AS APPENDIX 4.

LONG TERM DEBT INSTRUMENT							
LINE	LONG TERM DEBT INSTRUMENT TYPE	ISSUE DATE	REPAYMENT DUE DATE	PRINCIPLE	ANNUAL INTEREST RATE	RENEWABLE?	DESCRIPTION AND DOCUMENTATION ATTACHED?
	<input type="checkbox"/> BOND <input type="checkbox"/> LOAN <input type="checkbox"/> MORTGAGE <input type="checkbox"/> TRUST DEED	<input type="checkbox"/> NOTE <input type="checkbox"/> DEBENTURE <input type="checkbox"/> SHAREHOLDER LOAN <input type="checkbox"/> OTHER _____				<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
TERMS, COVENANTS, CONDITIONS AND PRIORITIES FOR THIS DEBT INSTRUMENT							
LONG TERM DEBT INSTRUMENT							
LINE	LONG TERM DEBT INSTRUMENT TYPE	ISSUE DATE	REPAYMENT DUE DATE	PRINCIPLE	ANNUAL INTEREST RATE	RENEWABLE?	DESCRIPTION AND DOCUMENTATION ATTACHED?
	<input type="checkbox"/> BOND <input type="checkbox"/> LOAN <input type="checkbox"/> MORTGAGE <input type="checkbox"/> TRUST DEED	<input type="checkbox"/> NOTE <input type="checkbox"/> DEBENTURE <input type="checkbox"/> SHAREHOLDER LOAN <input type="checkbox"/> OTHER _____				<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
TERMS, COVENANTS, CONDITIONS AND PRIORITIES FOR THIS DEBT INSTRUMENT							

Initials 





**SCHEDULE 15: HOLDER OF OTHER INDEBTEDNESS**

PROVIDE THE FOLLOWING INFORMATION FOR EACH HOLDER OF ANY OUTSTANDING LOAN, MORTGAGE, TRUST DEED, FLEDGE OR OTHER EVIDENCE OF INDEBTEDNESS OR SECURITY DEVICES UTILIZED BY APPLICANT AND DESCRIBED IN RESPONSE TO SCHEDULE 14.

FIRST NAME		MIDDLE NAME		NAME AND ADDRESS		SUFFIX (JR., SR., ETC.)		DATE OF BIRTH	
ADDRESS LINE 1		ADDRESS LINE 2							
ADDRESS LINE 3		CITY		STATE/PROVINCE		POSTAL CODE			
COUNTRY		EMAIL ADDRESS		PHONE NUMBER		FAX NUMBER			
				( )		( )			
TYPE OF DEBT INSTRUMENT HELD				DOLLAR AMOUNT OF DEBT HELD (BOTH ORIGINAL AND CURRENT BALANCE)					
FIRST NAME		MIDDLE NAME		NAME AND ADDRESS		SUFFIX (JR., SR., ETC.)		DATE OF BIRTH	
ADDRESS LINE 1		ADDRESS LINE 2							
ADDRESS LINE 3		CITY		STATE/PROVINCE		POSTAL CODE			
COUNTRY		EMAIL ADDRESS		PHONE NUMBER		FAX NUMBER			
				( )		( )			
TYPE OF DEBT INSTRUMENT HELD				DOLLAR AMOUNT OF DEBT HELD (BOTH ORIGINAL AND CURRENT BALANCE)					
MULT-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									
PRINCIPAL KEY EMPLOYEE FORM - PENNSYLVANIA SUPPLEMENT TO THE MULT-JURISDICTIONAL PERSONAL HISTORY DISCLOSURE FORM ATTACHED?									
PRINCIPAL ENTITY FORM ATTACHED?									

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.



**SCHEDULE 16: SECURITIES OPTIONS**

PROVIDE THE FOLLOWING INFORMATION AND ATTACH AS APPENDIX 6 A DETAILED DESCRIPTION OF ANY OPTIONS EXISTING OR TO BE CREATED WITH RESPECT TO SECURITIES ISSUED BY APPLICANT WHICH DESCRIPTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE TITLE AND AMOUNT OF SECURITIES SUBJECT TO OPTION, THE YEAR OR YEARS DURING WHICH THE OPTIONS WERE OR WILL BE GRANTED, THE CONDITIONS UNDER WHICH THE OPTIONS WERE OR WILL BE GRANTED, THE CONSIDERATION FOR GRANTING THE OPTION AND THE YEAR OR YEARS DURING WHICH, AND THE TERMS UNDER WHICH, OPTIONEES BECAME OR WILL BECOME, ENTITLED TO EXERCISE THE OPTIONS, AND WHEN SUCH OPTIONS EXPIRE. (OR INCLUDE COPIES OF ANY OUTSTANDING OPTION PLANS OR PROXY STATEMENTS THAT PROVIDE THE REQUESTED INFORMATION.) NOTE: FOR THE PURPOSE OF THIS SCHEDULE, OPTION SHALL MEAN RIGHT, WARRANT OR OPTION TO SUBSCRIBE TO OR PURCHASE ANY SECURITIES ISSUED BY APPLICANT.

OPTION NAME		SECURITY TYPE OR CLASS OPTIONED		SECURITY OPTION		COPY OF OPTION PLAN OR PROXY STATEMENT ATTACHED AS APPENDIX 6? <input type="checkbox"/> YES <input type="checkbox"/> NO
				OPTION GRANT YEARS	OPTION EXPIRATION DATE	
CONDITIONS UNDER WHICH OPTION HOLDER MAY BECOME OR WILL BECOME ENTITLED TO EXERCISE OPTIONS						
[REDACTED]						
OPTION NAME		SECURITY TYPE OR CLASS OPTIONED		SECURITY OPTION		COPY OF OPTION PLAN OR PROXY STATEMENT ATTACHED AS APPENDIX 6? <input type="checkbox"/> YES <input type="checkbox"/> NO
				OPTION GRANT YEARS	OPTION EXPIRATION DATE	
CONDITIONS UNDER WHICH OPTION HOLDER MAY BECOME OR WILL BECOME ENTITLED TO EXERCISE OPTIONS						
OPTION NAME		SECURITY TYPE OR CLASS OPTIONED		SECURITY OPTION		COPY OF OPTION PLAN OR PROXY STATEMENT ATTACHED AS APPENDIX 6? <input type="checkbox"/> YES <input type="checkbox"/> NO
				OPTION GRANT YEARS	OPTION EXPIRATION DATE	
CONDITIONS UNDER WHICH OPTION HOLDER MAY BECOME OR WILL BECOME ENTITLED TO EXERCISE OPTIONS						

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

  
 \_\_\_\_\_  
 Title





**SCHEDULE 15: FINANCIAL INSTITUTIONS**

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH BANK, SAVINGS AND LOAN ASSOCIATION OR OTHER FINANCIAL INSTITUTION, WHETHER DOMESTIC OR FOREIGN, IN WHICH APPLICANT HAS OR HAS HAD AN ACCOUNT OVER THE LAST TEN (10) YEAR PERIOD REGARDLESS OF WHETHER SUCH ACCOUNT WAS HELD IN THE NAME OF APPLICANT, A NOMINEE OF APPLICANT OR WAS OTHERWISE UNDER THE DIRECT OR INDIRECT CONTROL OF APPLICANT.

FINANCIAL INSTITUTION NAME		FINANCIAL INSTITUTION NAME AND ADDRESS		FEDERAL EMPLOYER IDENTIFICATION NUMBER	
PURPOSE FOR ACCOUNT		ACCOUNT HELD FOR			
ADDRESS LINE 1		ADDRESS LINE 2			
ADDRESS LINE 3		CITY		STATE/PROVINCE	
COUNTRY		EMAIL ADDRESS		POSTAL CODE	
		PHONE NUMBER		FAX NUMBER	
		( )		( )	
ACCOUNTS AT THIS FINANCIAL INSTITUTION					
ACCOUNT NUMBER	ACCOUNT TYPE			OPEN DATE	CLOSE DATE

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

*[Handwritten Signature]*

**SCHEDULE 20: CONTRACTS**

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO ALL CONTRACTS OR AGREEMENTS (WHETHER WRITTEN OR ORAL) THAT APPLICANT HAS ENTERED INTO WITHIN THE PAST SIX (6) MONTHS, FOR GOODS AND/OR SERVICES IN EXCESS OF \$100,000. CONTRACTS AND AGREEMENTS DISCLOSED ELSEWHERE IN THIS APPLICATION NEED NOT BE PROVIDED ON THIS SCHEDULE.

NAME		NAME AND ADDRESS		FEDERAL EMPLOYER IDENTIFICATION NUMBER/TAX IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER	
ADDRESS		CONTRACT START DATE		CONTRACT COMPLETION DATE	
ADDRESS LINE 1		ADDRESS LINE 2			
ADDRESS LINE 3		CITY		STATE/PROVINCE	POSTAL CODE
COUNTRY	EMAIL ADDRESS			PHONE NUMBER ( )	FAX NUMBER ( )
NATURE OF CONTRACT OR AGREEMENT AND GOODS AND/OR SERVICES TO BE PROVIDED				TERMS OF COMPENSATION	

**SCHEDULE 21: STOCK HELD BY APPLICANT**

PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO EACH COMPANY IN WHICH APPLICANT HOLDS STOCK.

NAME & ADDRESS OF COMPANY	TYPE OF STOCK HELD	EXCHANGE	PURCHASE PRICE PER SHARE	NUMBER OF SHARES HELD	% OF OWNERSHIP IF MORE THAN 5%	TERMS, CONDITIONS, RIGHTS AND PRIVILEGES	VOTING?
[REDACTED]							<input type="checkbox"/> YES <input type="checkbox"/> NO
[REDACTED]							<input type="checkbox"/> YES <input type="checkbox"/> NO
[REDACTED]							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO
							<input type="checkbox"/> YES <input type="checkbox"/> NO

Incls 

**SCHEDULE 22: INSIDER TRANSACTIONS**

PROVIDE THE FOLLOWING INFORMATION FOR EACH CHANGE IN THE BENEFICIAL OWNERSHIP OF THE EQUITY SECURITIES OF APPLICANT ON THE PART OF ANY PERSON WHO IS INDIRECTLY OR DIRECTLY A BENEFICIAL OWNER OF MORE THAN TEN PERCENT (10%) OF ANY CLASS OF AN EQUITY SECURITY OF APPLICANT OR WHO IS OR WAS WITHIN THAT PERIOD A DIRECTOR OR OFFICER OF APPLICANT THAT OCCURRED WITHIN THE FIVE (5) YEARS PRECEDING THIS APPLICATION. [INCLUDE CHANGES RESULTING FROM (A) GIFT, (B) PURCHASE, (C) SALE, (D) EXERCISE OF AN OPTION TO PURCHASE, (E) EXERCISE OF AN OPTION TO SELL, (F) GRANT OR RECEIPT OF A PUT OR (G) GRANT OR RECEIPT OF A CALL.]

FIRST NAME		MIDDLE NAME	NAME AND HOME ADDRESS		SUFFIX (J.R., SR., ETC.)	DATE OF BIRTH
Does Not Apply						
ADDRESS LINE 1			ADDRESS LINE 2			
ADDRESS LINE 3			CITY		STATE/PROVINCE	POSTAL CODE
COUNTRY		EMAIL ADDRESS		PHONE NUMBER	FAX NUMBER	
				( )	( )	
POSITION						
INSIDER TRANSACTION DESCRIPTION						
DATE OF TRANSACTION	NATURE OF TRANSACTION	NUMBER OF SHARES INVOLVED	DOLLAR VALUE OF TRANSACTION	OTHER PARTIES (NAMES & POSITIONS)		

\* MAKE ADDITIONAL COPIES AND ATTACH ADDITIONAL PAGES AS NECESSARY.

*[Signature]*  
 \_\_\_\_\_  
 Insider

SCHEDULE 23: CRIMINAL HISTORY

IF APPLICANT ANSWERED YES TO QUESTIONS 1 OR 1A ON PAGE 7, PROVIDE THE FOLLOWING INFORMATION:

CRIMINAL HISTORY INCIDENT						
NAME OF CASE & DOCKY NUMBER	NATURE OF CHARGE OR COMPLAINT	DATE OF CHARGE OR COMPLAINT	DISPOSITION (ACQUITTED, CONVICTED, DISMISSED, ETC.)	NAME AND ADDRESS OF LAW ENFORCEMENT AGENCY OR COURT INVOLVED	SENTENCE	NAME OF OFFICER, DIRECTOR, PARTNER, TRUSTEE OR KEY EMPLOYEE
<i>Does Not Apply</i>						

*[Signature]*  
Initials

SCHEDULE 24: TESTIMONY, INVESTIGATIONS OR POLYGRAPHS

IF APPLICANT ANSWERED YES TO QUESTION 2 ON PAGES 7 AND 8, PROVIDE THE FOLLOWING INFORMATION:

TESTIMONY, INVESTIGATION OR POLYGRAPH INCIDENT			
NAME AND ADDRESS OF COURT OR AGENCY	WAS TESTIMONY GIVEN?	DATE ON WHICH TESTIMONY WAS GIVEN	APPROXIMATE TIME PERIOD OF INVESTIGATION
[REDACTED]	<input type="checkbox"/> YES <input type="checkbox"/> NO		
NATURE OF PROCEEDINGS OR INVESTIGATION AND NAME OF OFFICER, DIRECTOR, PARTNER, TRUSTEE, KEY EMPLOYEE OR KEY EMPLOYEE QUALIFIER INVOLVED.			
TESTIMONY, INVESTIGATION OR POLYGRAPH INCIDENT			
NAME AND ADDRESS OF COURT OR OTHER AGENCY	WAS TESTIMONY GIVEN?	DATE ON WHICH TESTIMONY WAS GIVEN	APPROXIMATE TIME PERIOD OF INVESTIGATION
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
NATURE OF PROCEEDINGS OR INVESTIGATION AND NAME OF OFFICER, DIRECTOR, PARTNER, TRUSTEE, KEY EMPLOYEE OR KEY EMPLOYEE QUALIFIER INVOLVED.			
TESTIMONY, INVESTIGATION OR POLYGRAPH INCIDENT			
NAME AND ADDRESS OF COURT OR OTHER AGENCY	WAS TESTIMONY GIVEN?	DATE ON WHICH TESTIMONY WAS GIVEN	APPROXIMATE TIME PERIOD OF INVESTIGATION
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
NATURE OF PROCEEDINGS OR INVESTIGATION AND NAME OF OFFICER, DIRECTOR, PARTNER, TRUSTEE, KEY EMPLOYEE OR KEY EMPLOYEE QUALIFIER INVOLVED.			

**SCHEDULE 25: EXISTING LITIGATION**

PROVIDE THE FOLLOWING INFORMATION AND ATTACH AS APPENDIX 7 A DESCRIPTION OF ALL EXISTING CIVIL LITIGATION TO WHICH APPLICANT, ITS PARENT, AFFILIATE, OR SUBSIDIARY IS PRESENTLY A PARTY, WHETHER IN THIS COMMONWEALTH OR IN ANOTHER JURISDICTION. DO NOT INCLUDE ANY LITIGATION IN WHICH THE DAMAGES MAY NOT REASONABLY BE EXPECTED TO EXCEED \$100,000 OR LITIGATION IN WHICH DAMAGES MAY BE EXPECTED TO EXCEED \$100,000, BUT WHICH INVOLVES CLAIMS AGAINST APPLICANT WHICH ARE FULLY AND COMPLETELY COVERED UNDER AN INSURANCE POLICY HELD BY THE APPLICANT WITH A LICENSED INSURANCE CARRIER. THIS DESCRIPTION MUST INCLUDE THE TITLE AND DOCKET NUMBER OF THE LITIGATION, THE NAME AND LOCATION OF THE COURT BEFORE WHICH IT IS PENDING, THE IDENTITY OF ALL PARTIES TO THE LITIGATION AND THE GENERAL NATURE OF ALL CLAIMS BEING MADE.

EXISTING LITIGATION	
NAME OF CASE AND DOCKET NUMBER	LOCATION AND NAME OF COURT BEFORE WHICH LITIGATION IS PENDING
<i>Does Not Apply</i>	
NAMES OF ALL PARTIES TO LITIGATION	
NATURE OF THE CLAIMS	
EXISTING LITIGATION	
NAME OF CASE AND DOCKET NUMBER	LOCATION AND NAME OF COURT BEFORE WHICH LITIGATION IS PENDING
NAMES OF ALL PARTIES TO LITIGATION	
NATURE OF THE CLAIMS	

*[Signature]*  
Initials

SCHEDULE 26: ANTITRUST, TRADE REGULATION & SECURITY JUDGMENTS; STATUTORY AND REGULATORY VIOLATIONS

IF APPLICANT ANSWERED YES TO QUESTIONS 3 OR 4 ON PAGE 8, PROVIDE THE FOLLOWING INFORMATION:

NAME OF CASE & DOCKET NUMBER	DATE OF JUDGMENT, ORDER OR DECREE	VIOLATION	NAME AND ADDRESS OF AGENCY OR COURT INVOLVED
NATURE OF OFFENSE			
<i>Does Not Apply</i>			
DISPOSITION <input type="checkbox"/> ACQUITTED <input type="checkbox"/> CONVICTED <input type="checkbox"/> DISMISSED <input type="checkbox"/> OTHER			
NATURE OF JUDGMENT, DECREE OR ORDER			
NAME OF CASE & DOCKET NUMBER	DATE OF JUDGMENT, ORDER OR DECREE	VIOLATION	NAME AND ADDRESS OF AGENCY OR COURT INVOLVED
NATURE OF OFFENSE			
DISPOSITION <input type="checkbox"/> ACQUITTED <input type="checkbox"/> CONVICTED <input type="checkbox"/> DISMISSED <input type="checkbox"/> OTHER			
NATURE OF JUDGMENT, DECREE OR ORDER			

**SCHEDULE 27: BANKRUPTCY OR INSOLVENCY PROCEEDINGS**

IF APPLICANT ANSWERED YES TO QUESTIONS 5, 6 AND/OR 7 ON PAGE 8, PROVIDE THE FOLLOWING:

BANKRUPTCY OR INSOLVENCY PROCEEDINGS		
NAME OF CASE & JUDGE NUMBER	DATE PETITION FILED OR RELIEF SOUGHT	NAME AND ADDRESS OF AGENCY OR COURT INVOLVED
	DATE JUDGMENT OR RELIEF ENTERED	NAME OF COURT APPOINTED RECEIVER, AGENT OR TRUSTEE   DATE RECEIVER, AGENT OR TRUSTEE APPOINTED
NATURE OF JUDGMENT OR RELIEF		
<i>Does Not Apply</i>		

10/6/00 

SCHEDULE 2B: NON-GAMING LICENSES AND PERMITS

IF APPLICANT ANSWERED YES TO QUESTION 8 ON PAGE 5, PROVIDE THE FOLLOWING INFORMATION FOR THE LAST TEN (10) YEAR PERIOD:

APPLICANT'S RESPONSE TO GOVERNMENT ISSUED (NON-GAMING)					
TYPE OF LICENSE OR PERMIT	NAME AND LOCATION OF GOVERNMENT AGENCY	APPLICATION NUMBER	DISPOSITION	DATE OF DISPOSITION	IF GRANTED, PROVIDE THE LICENSE/PERMIT NUMBER AND EXPIRATION DATE. IF DENIED, PENDING, EXPIRED, SUSPENDED, CONDITIONED, WITHDRAWN OR REVOKED, PROVIDE DETAILS.
	<i>See attached</i>		<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		

*[Signature]*

## MainLine MEA Partners, L.P.

Schedule 28  
Non-Gaming Licenses and Permits

Entity	Type of License	Date	Percentage Ownership (Landman)
MainLine Investment Advisers, LLC	SEC Registered Investment Adviser	2011	70%
Merion Realty Advisers, LLC	SEC Registered Investment Adviser	2011	40.5% (direct and indirect)
MainLine Private Wealth, LLC	SEC Registered Investment Adviser	2011	59.5% (indirect)
CMS Fund Advisers, LLC	SEC Registered Investment Adviser	2011 (successor registration)	22.2% (indirect)
William A. Landman	Series 65 Advisor Representative	2003	N/A
CMS Investment Resources, LLC	SEC/FINRA Registered Broker Dealer	2010 (successor registration)	22.2% (indirect)
Capital Management Systems, LLC	Insurance producer	2010	22.2% (indirect)
Merion Realty Management, LLC/ Merion Realty Services, LLC	Property Management Company (Apartments) -	Various	21.25% (indirect)

Although Applicant has never applied for a license or permit from a governmental agency, due to Mr. Landman's investment business conducted through entities affiliated with CMS Companies, Merion Realty Partners and MainLine Investment Partners (referenced above), Mr. Landman may also have indirect ownership interests (some of which may be indirect controlling ownership interests) in various entities that may hold certain non-gaming licenses and permits in various jurisdictions that may relate to the collection of sales and use tax, the selling and serving of liquor or for providing overnight lodging services.

SCHEDULE 29: GAMING LICENSES AND PERMITS

IF APPLICANT ANSWERED YES TO QUESTION 9 ON PAGE 9 PROVIDE THE FOLLOWING INFORMATION FOR THE LAST TEN (10) YEAR PERIOD:

APPLICANT: LICENSING (GOVERNMENT ISSUED) GAMING					
TYPE OF LICENSE OR PERMIT	NAME AND LOCATION OF GOVERNMENT AGENCY	APPLICATION NUMBER	DISPOSITION	DATE OF DISPOSITION	IF GRANTED, PROVIDE THE LICENSE, PERMIT NUMBER AND EXPIRATION DATE. IF DENIED, PENDING, EXPIRED, SUSPENDED, CONDITIONED, WITHDRAWN OR REVOKED, PROVIDE DETAILS.
	<i>See attached</i>		<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input checked="" type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		
			<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED <input type="checkbox"/> PENDING <input type="checkbox"/> EXPIRED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CONDITIONED <input type="checkbox"/> WITHDRAWN <input type="checkbox"/> REVOKED		

**MainLine MEA Partners, L.P.**

**Schedule 29  
Gaming Licenses and Permits**

Although Applicant has never applied for a gaming license, William A. Landman, the sole beneficial owner of Applicant, is a licensed principal in the Commonwealth in the following entities: CMS VRE II Partners, CMS VF Partners, L.P., CMS VF GP, LLC, CMS Gaming Partners Q, L.P. and CMS Gaming GP, LLC. In 2010, Mr. Landman also applied for a principal license in connection with a Category 3 license applicant in the Commonwealth. Such license was ultimately awarded to another applicant.

**SCHEDULE 30: APPLICANT'S CONTRIBUTIONS AND DISBURSEMENTS**

IF APPLICANT ANSWERED YES TO ANY OF QUESTIONS 10 THROUGH 16 ON PAGES 9 AND 10, PROVIDE THE FOLLOWING INFORMATION FOR ANY PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES OR THIRD PARTIES WHO WOULD HAVE KNOWLEDGE OR INFORMATION OF THE CONTRIBUTIONS AND/OR DISBURSEMENTS DURING THE LAST TEN (10) YEAR PERIOD:

ALSO PROVIDE THE NAME, ADDRESS, DATE FORMED AND OFFICERS OF ANY POLITICAL ACTION COMMITTEE DURING THE LAST TEN (10) YEAR PERIOD. PROVIDE COPIES OF ANY REPORTS FILED BY THE COMMITTEE DURING THE LAST FIVE (5) YEARS, WHETHER FEDERAL OR STATE.

IF "INDEPENDENT EXPENDITURES" HAVE BEEN MADE, PROVIDE A DETAILED LIST SHOWING: 1-DATE MADE, 2-RECIPIENT OF THE EXPENDITURE, 3-AMOUNT OF THE EXPENDITURE 4-THE ELECTION IT WAS INTENDED TO INFLUENCE.

NAME AND ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	STATE/PROVINCE
COUNTRY	EMAIL ADDRESS	PHONE NUMBER	FAX NUMBER
		( )	( )
NAME AND ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	STATE/PROVINCE
COUNTRY	EMAIL ADDRESS	PHONE NUMBER	FAX NUMBER
		( )	( )
NAME AND ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX (JR., SR., ETC.)
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		CITY	STATE/PROVINCE
COUNTRY	EMAIL ADDRESS	PHONE NUMBER	FAX NUMBER
		( )	( )
NATURE OF CONTRIBUTIONS OR DISBURSEMENTS			

*[Signature]*

SCHEDULE 31: BUSINESS BACKGROUND PART 1

DESCRIPTION OF PRESENT BUSINESS
Recently formed for the purpose of co-investing in Market East Associates, L.P.
See Appendix 1 for further explanation
DESCRIPTION OF COMPETITIVE CONDITIONS
None
PRINCIPAL PRODUCTS PRODUCED AND/OR SERVICES RENDERED
None
AVAILABILITY OF RAW MATERIALS, CRITICAL TECHNOLOGY & EMPLOYEES
None
INTELLECTUAL PROPERTY OWNED BY APPLICANT & IMPORTANCE TO BUSINESS
None

  
DATE



DIVERSITY PLAN STATEMENT

SLOT MACHINE LICENSE APPLICANT NAME Market East MEA Partners, L.P.

SLOT MACHINE LICENSE APPLICANT MAILING ADDRESS \_\_\_\_\_  
308 E. Lancaster Ave., Suite 300  
Wynnewood, PA 19098

SLOT MACHINE LICENSE APPLICANT PHONE NUMBER 610-896-3000

EQUAL OPPORTUNITY OFFICER \_\_\_\_\_

DATE SUBMITTED 1 / 1 / \_\_\_\_\_

PURSUANT TO SECTION 1325(b)(1) OF THE PENNSYLVANIA RACE HORSE DEVELOPMENT AND GAMING ACT:

APPLICANT HAS DEVELOPED AND IMPLEMENTED A DIVERSITY PLAN.

A COPY OF THIS PLAN IS ATTACHED.



SIGNATURE OF CEO

William A. Landman  
PRINTED NAME

2, 11, 13  
DATE

*\* See Plan attached  
to application of  
Market East Associates, L.P.*

  
Initials

**PENNSYLVANIA POLITICAL CONTRIBUTIONS FORM**

IN THE CHART BELOW, PROVIDE THE REQUIRED INFORMATION FOR ALL POLITICAL CONTRIBUTIONS, MONETARY OR IN-KIND, TO A CANDIDATE FOR NOMINATION OR ELECTION TO ANY PUBLIC OFFICE IN THIS COMMONWEALTH, OR TO ANY POLITICAL COMMITTEE OR STATE PARTY IN THIS COMMONWEALTH OR TO ANY GROUP, COMMITTEE OR ASSOCIATION ORGANIZED IN SUPPORT OF ANY SUCH CANDIDATE, POLITICAL COMMITTEE OR STATE PARTY ON OR AFTER THE DATE YOUR ENTITY'S APPLICATION WAS SUBMITTED TO THE PENNSYLVANIA GAMING CONTROL BOARD (BOARD). THE APPLICANT OR LICENSEE MUST LIST POLITICAL CONTRIBUTIONS BY ITS AFFILIATES, INTERMEDIARIES, SUBSIDIARIES, HOLDING COMPANIES, PRINCIPALS AND KEY EMPLOYEES WHO HOLD SIMILAR GAMING LICENSES IN OTHER JURISDICTIONS. DO NOT INCLUDE CONTRIBUTIONS TO CANDIDATES FOR FEDERAL OFFICES OR TO COMMITTEES OR GROUPS ORGANIZED SOLELY IN SUPPORT OF FEDERAL CANDIDATES.

IF THERE IS MORE THAN ONE CONTRIBUTION TO THE SAME CANDIDATE, POLITICAL COMMITTEE, STATE PARTY, ETC., SEPARATE ENTRIES MUST BE LISTED FOR EACH CONTRIBUTION.

NOTE: IF YOU NEED SPACE FOR ADDITIONAL ENTRIES, PLEASE MAKE ADDITIONAL COPIES OF THIS FORM.

DATE OF CONTRIBUTION	NAME AND ADDRESS OF THE CANDIDATE, POLITICAL COMMITTEE OR STATE PARTY, OR GROUP, COMMITTEE OR ASSOCIATION ORGANIZED IN SUPPORT OF SUCH CANDIDATE, POLITICAL COMMITTEE OR STATE PARTY	AMOUNT OR VALUE OF CONTRIBUTION
	<i>Does Not Apply</i>	

  
SIGNATURE OF CEO/AUTHORIZED SIGNATORY

*2/11/13*  
DATE SIGNED

*William A. Landman, CEO*  
PRINTED NAME OF CEO/AUTHORIZED SIGNATORY - TITLE

IF A PERSON OTHER THAN THE CEO OF THIS ENTITY IS DESIGNATED TO EXECUTE THIS DOCUMENT, THE BOARD MUST BE PROVIDED WITH A RESOLUTION OR AN AFFIDAVIT, CERTIFIED AS TRUE AND CORRECT, IDENTIFYING THE INDIVIDUAL SO DESIGNATED, AUTHORIZING THAT INDIVIDUAL TO EXECUTE THE DOCUMENT ON BEHALF OF BOTH THE ENTITY AND THE CEO.

  
Initials

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 1  
Business to be Performed in Commonwealth**

Applicant is a Delaware limited partnership that has been formed to invest in Market East Associates, L.P., a Pennsylvania limited partnership ("Licensee"). Licensee submitted an application to the Pennsylvania Gaming Control Board for a Category 2 slot machine license. For a description of the business to be performed by Licensee in the Commonwealth, see Appendix 1 of Market East Associates, L.P. application.

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

Appendix 11  
10K's for last 5 yrs

Does Not Apply

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 14  
Last Proxy or Information Statement**

Does Not Apply

**MainLine MEA Partners, L.P.**  
**Slot Operator and Management Company**  
**Category 2 (Affiliate) Application - Appendices**

Appendix 15  
SEC Registration Statements (last 5 yrs)

Does Not Apply

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 17  
Organizational Document(s)**

See attached

**AGREEMENT OF LIMITED PARTNERSHIP  
OF MAINLINE MEA PARTNERS, L.P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP ("Agreement") is made as of the 29th day of January, 2013, by and between MAINLINE MEA GP, LLC., a Delaware limited liability company ("General Partner") and WILLIAM A. LANDMAN, an individual resident in the Commonwealth of Pennsylvania, as initial Limited Partner (the "Limited Partner"). The General Partner and the Limited Partner are sometimes referred to herein as the "Partners" or, in the case of a particular partner, the "Partner."

**BACKGROUND**

The Partners desire to form a limited partnership for the purposes and under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

**SECTION 1.  
FORMATION AND NAME**

1.1 Formation. The Partners hereby form a limited partnership (the "Partnership") pursuant to the provisions of the Delaware Limited Partnership Act, as amended (the "Act"). The Act shall govern the rights and liabilities of the Partners except to the extent otherwise provided in this Agreement. The General Partner shall file a Certificate of Limited Partnership as required by the Act.

1.2 Name. The name of the Partnership shall be "MAINLINE MEA PARTNERS, L.P." and all business of the Partnership shall be conducted in such name or such trade name as the General Partner may determine. The Partnership shall hold all of its property in the name of the Partnership and not in the name of any Partner.

**SECTION 2.  
LOCATION**

2.2 Location of Principal Office. The principal place of business of the Partnership shall be maintained at 308 E. Lancaster Avenue, Wynnwood, PA 19096. The General Partner may from time to time change such principal place of business and in such event the General Partner shall notify the Partners prior to the effective date of such change. The General Partner may establish additional offices or places of business of the Partnership when and as required by the Partnership's business.

2.3 Registered Agent and Office. The address of the registered office of the Partnership in the State of Delaware is c/o Corporation Service Company, 2711 Centerville

Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent of the Partnership for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

**SECTION 3.**  
**PURPOSE**

The Partnership's business and purpose shall be to make an investment of capital and become a limited partner in Market East Associates, L.P., a Pennsylvania limited partnership ("Market East"), which has been formed to acquire, development, finance, own, construct, rehabilitate, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of a first class casino and entertainment complex at the property located at 800 – 838 Market Street, Philadelphia, Pennsylvania (the "Property"), and to engage in all activities incidental thereto.

**SECTION 4.**  
**TERM**

The Partnership shall continue indefinitely, unless earlier terminated in accordance with this Agreement.

**SECTION 5.**  
**CONTRIBUTIONS TO CAPITAL  
AND STATUS OF PARTNERS**

5.1 General. The initial contribution required to be made by each Partner to the capital of the Partnership and the interest of each Partner in each material item of Partnership income, gain, loss, deduction and credit ("Participation Percentage") are as follows:

<u>Partner</u>	<u>Capital Contribution</u>	<u>Participation Percentage</u>
General Partner	\$0	0%
Limited Partner	\$100.00	100%
<b>Total</b>	<b>\$100.00</b>	<b>100%</b>

It is anticipated that the initial Limited Partner will withdraw from the Partnership and a Substitute Limited Partner admitted in his place in accordance with Section 9.1 hereof, in which event such Substitute Limited Partner will make additional capital contributions to the Partnership. Such Substitute Limited Partner's Capital Account shall be determined as successor to initial Limited Partner and as transferee of initial Limited Partner's Capital Account, pursuant to Article II, Section 2.1(iii) of the Appendix. All such contributions and any additional contributions to the capital of the Partnership by the Partners shall hereinafter be referred to as the "Capital Contributions." For purposes of this Agreement, capital contribution shall include the amount of money and the initial Gross Asset Value (as defined below in the Appendix) of

property (other than money) contributed to the Partnership by a Partner (or a Partner's predecessor in interest). The principal amount of a promissory note contributed to the Partnership will only be considered a Capital Contribution in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

5.2 Limited Liability of Limited Partner. The Limited Partner shall not be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as expressly provided in this Section 5, the Limited Partner shall not be obligated to make contributions to the capital of the Partnership.

5.3 Withdrawal and Return of Capital. No Partner shall withdraw any of its capital except as expressly provided herein.

5.4 Interest On Capital. No interest shall be payable on any Capital Contributions made to the Partnership.

5.5 Role of Limited Partner. The Limited Partner shall not take part in, or interfere in any manner with, the conduct or control of the business of the Partnership, and shall not have the right or authority to act for or bind the Partnership.

## **SECTION 6.** **ALLOCATION OF PROFIT AND LOSS**

Allocation of Profits or Losses. Except as otherwise provided in the Appendix, Profits and Losses shall be allocated to the Partners pro rata in accordance with their Participation Percentages.

## **SECTION 7.** **DISTRIBUTIONS TO PARTNERS**

7.1 Definitions. Certain defined terms used in this Section 7, if not otherwise defined herein, shall have the meanings set forth in this Section 7.1:

"Available Cash" means, for any period of time, the total cash receipts of the Partnership from all sources, including, without limitation, insurance or condemnation proceeds and the proceeds from a sale of all or substantially all of the assets of the Partnership, the Capital Contributions of the Partners, and the proceeds of any loans, *plus* any other funds such as any reserves the General Partner no longer regards as reasonably necessary in the efficient conduct of the business of the Partnership) *less* (i) the total cash disbursements of the Partnership, including, without limitation, operating expenses, gaming taxes and costs, costs of repair or restoration of assets of the Partnership, financing fees or other requirements of any lender and interest and principal repayments of any loan and (ii) and such reserves as the General Partner deems reasonably necessary for the operation of the business of the Partnership and its investment in Market East.

"Participation Percentages" has the meaning assigned to such term in Section 5.1 above.

7.2 Distributions of Available Cash. Except as provided in accordance with the Act, Available Cash, if any, shall be distributed in any fiscal year only to the extent that the General Partner, in its sole discretion, shall so determine. Any distribution so determined shall be allocated and paid to the Partners pro rata in accordance with their Participation Percentages.

7.3 Distribution of Proceeds from Dissolution of the Partnership. In the event of a dissolution of the Partnership (or any Partner's interest in the Partnership) liquidating distributions shall, in all cases, be made in accordance with the positive Capital Account balances of the Partners, as determined after taking into account all Capital Account adjustments for the Partnership fiscal year during which such dissolution occurs (other than those made pursuant to this Section 7.3), by the end of such fiscal year (or, if later, within ninety (90) days after the date of such dissolution or liquidation).

## **SECTION 8.**

### **MANAGEMENT OF THE PARTNERSHIP**

8.1 Duties and Powers of the General Partner. Exclusive management and conduct of the Partnership's business and day-to-day affairs shall be vested in the General Partner. The General Partner may sell and/or contract to sell, lease and/or contract to lease, or license and/or contract to license, any property of the Partnership, for such price and upon such terms and conditions as it shall determine, cause the Partnership to borrow on such terms and conditions as the General Partner deems appropriate, including, without limitation, granting a lender the right to confess judgment against the Partnership in connection with any such borrowing, employ and discharge employees and carry on and transact or supervise and control all of the other business of the Partnership.

8.2 Role and Voting of Limited Partner. The Limited Partner shall not have any right to take part in, or interfere in any manner with, the management of the business or affairs of the Partnership or to act for or bind the Partnership. The Limited Partner shall have the right to vote on or consent only to those matters expressly provided in this Agreement or required by the Act.

8.3 Payment of Expenses. All expenses of the Partnership shall be billed directly to and paid by the Partnership. The General Partner may charge to the Partnership and/or pay out of Partnership funds, as and when available, all reasonable expenses incurred by the General Partner in the operation of the Partnership.

8.4 Duties of General Partner; Other Activities of General Partner. The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder.

8.5 Limitation on Liability of General Partner; Indemnification.

(a) The General Partner and any of its members, directors, officers, employees, consultants and agents, as the case may be (an "Indemnified Party"), shall not be liable, responsible or accountable in damages or otherwise to any of the Partners or the Partnership for, and the Partnership shall indemnify and save harmless each Indemnified Party from, any loss or

damages resulting from (i) any act or omission performed or omitted within the scope of the authority conferred on the General Partner by this Agreement and in the best interests of the Partnership, except for gross negligence, bad faith or misconduct of the Indemnified Party in carrying out the obligations of the General Partner hereunder, or (ii) the General Partner's failure or refusal to perform any acts, except those expressly required by or pursuant to the terms of this Agreement.

(b) Any Indemnified Party who is named in a civil or criminal proceeding as a result of such person's relationship with the Partnership, shall be entitled to have the expenses incurred by such Indemnified Party in defending such civil or criminal proceeding be paid by the Company in advance of the final disposition of the proceeding upon receipt of an undertaking by such Indemnified Party to repay such amount if such person is ultimately found by a court of competent jurisdiction not to be entitled to indemnification hereunder or pursuant to the Act.

## **SECTION 9.** **TRANSFERABILITY OF PARTNERSHIP INTERESTS**

9.1 Withdrawal of Initial Limited Partner. It is the intention of the Partners that the initial Limited Partner shall withdraw and a substitute Limited Partner be admitted to the Partnership ("Substitute Limited Partner") who shall make a Capital Contribution to the Partnership, subject in all events to compliance with Section 13 hereof, the Gaming Act and approval of the Gaming Board.

9.2 Consent of General Partner Required for Assignment. A Limited Partner or Substitute Limited Partner may sell, transfer, assign or otherwise dispose of all or any part of its interest in the Partnership, only with the prior written consent of the General Partner, such consent not to be unreasonably withheld, delayed or conditioned, and subject in all events to compliance by the assignor and assignee with Section 13 hereof, the Gaming Act and approval of the Gaming Board. No disposition of a Partner's Interest in the Partnership shall terminate its liability for the amount of its unpaid Capital Contribution obligations. Any assignment of a Limited Partner's interest in the Partnership that complies with this Section 9 and Section 13 shall be deemed to be effective as of the first day of the month on which the transfer occurs and each assignee shall automatically become a Substituted Limited Partner. Every assignee of a Limited Partner Interest who desires to make a further assignment of his interest shall be subject to all the provisions of this Section 9 to the same extent and in the same manner as a Limited Partner.

9.3 Withdrawal of General Partner. The General Partner may not voluntarily withdraw from the Partnership or transfer all or any part of its interest in the Partnership without the consent of Limited Partners holding more than 50% of the Limited Partnership interests. Upon the withdrawal of the sole General Partner pursuant to this Agreement, the Partnership shall not terminate and the Limited Partners shall appoint a successor General Partner, and the relationship among the then Partners shall be governed by this Agreement.

9.5 Additional General Partners. With the consent of the Limited Partners holding more than 50% of the Limited Partnership interests, the General Partner shall have the right to designate one or more Persons as additional General Partners. Notice of any such designation shall be promptly given to all the other Partners. The General Partner shall assign to such Persons such portion of its interests as may be agreed upon by the General Partner and such Persons.

## SECTION 10. TERMINATION OF THE PARTNERSHIP

### 10.1 Dissolution.

(a) The Partnership shall be dissolved upon the happening of any of the following events:

(i) The death, insanity, bankruptcy, retirement, resignation, expulsion or withdrawal of the General Partner or an event in which a General Partner (or any other general partner) ceases to be a general partner unless any remaining general partner(s) agrees to continue the business of the Partnership within sixty (60) days after such event, or if there is no remaining general partner, then unless within ninety (90) days thereafter all of the remaining Partners agree in writing to continue the business of the Partnership and elect a substitute general partner to continue the business of the Partnership and such substitute general partner agrees in writing to accept such election; or

(ii) The written consent of all Partners.

(b) Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's Certificate of Limited Partnership shall have been canceled and the assets of the Partnership shall have been distributed as provided in Section 9.2 below. Notwithstanding the dissolution of the Partnership prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

(c) The bankruptcy, insolvency, incompetency or death of a Limited Partner shall not cause the dissolution of the Partnership. In any such event affecting a Limited Partner (under circumstances where such Partner's interest is not purchased by the Remaining Partners), its Representatives shall have the same rights that such Limited Partner would have if he had not died or become bankrupt, Disabled or insolvent (but in no event shall such Representative become a Limited Partner) and the interest of such Limited Partner in the Partnership shall, until the termination of the Partnership, be subject to the terms, provisions and conditions of this Agreement as if such Limited Partner had not died or become bankrupt, Disabled or insolvent.

(d) Notwithstanding anything in this Agreement to the contrary, upon a sale or other disposition, not including an exchange of like-kind property, of all or substantially all of the assets of the Partnership where all or any portion of the consideration payable to the

Partnership is to be received by the Partnership more than 90 days after the date on which such sale or other disposition occurs, the Partnership shall continue solely for purposes of collecting the deferred payments and making distributions to the Partners, and thereafter the Partnership shall be promptly terminated. In such event (i) gain recognized and cash distributed in any year as a result shall be allocated and distributed among the Partners in the same amounts as such gain and cash would have been allocated and distributed were the entire gain resulting from such event required to be recognized for federal income tax purposes in the year in which such event occurred; and (ii) income attributable to interest on deferred payments shall be allocated between, and such interest shall be distributed to, the Partners as if the deferred payment obligations received by the Partnership had been distributed in kind to the Partners under subsection 10.2(d) in the proportions provided for in Section 7.2.

## 10.2 Liquidation.

(a) Except as otherwise provided in Section 10.1, upon dissolution of the Partnership, the General Partner shall apply and distribute the assets of the Partnership, or the sale proceeds attributable thereto, as contemplated by this Agreement and cause the cancellation of the Partnership's Certificate of Limited Partnership. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the Partnership setting forth the assets and liabilities of the Partnership. The General Partner shall have sole discretion to decide whether to sell or distribute in kind any assets. A copy of such statement shall be furnished to each of the Partners within 90 days after such dissolution. Thereafter, the assets or the proceeds thereof shall be applied in the following order:

(i) The expense of liquidation and the debts of the Partnership, other than the debts owing to the Partners, shall be paid or provision made therefor. Any other reserves shall be established or continued which the General Partner deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or its liquidation. Such reserves shall be held by the Partnership for the payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subsections.

(ii) Such debts as are owing to the Partners, including unpaid expense accounts or advances made to or for the benefit of the Partnership by the General Partner, shall be paid, or provision made therefor.

(iii) The balance, if any, shall be paid or distributed to the Partners in accordance with Section 7.3 hereof.

(b) Upon dissolution of the Partnership, the Limited Partner shall look solely to the assets of the Partnership for the return of its investment, and if the Partnership's assets remaining after payment and discharge of debts and liabilities of the Partnership, including any debts and liabilities owed to any of the Partners, is not sufficient to satisfy the rights of the Limited Partner, it shall have no recourse or further right or claim against the General Partner.

(c) In the event any of the assets of the Partnership are to be distributed in-kind, the amount of any cash and/or the assets and the nature thereof to be distributed to each Partner in accordance with Section 10.2(a) hereof shall be determined in the sole discretion of the General Partner. Assets shall be distributed on the basis of the Gross Asset Value (as defined in the Appendix) thereof and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with the other Partners so entitled. Unless the Partners otherwise agree, the Gross Asset Value of such assets shall be determined by an independent appraiser.

(d) Upon dissolution and liquidation of the Partnership, the Profits or Losses, if any, shall be allocated to the Partners in the manner provided in Section 6.

10.3 Effect of Bankruptcy Death or Incompetency of a Partner. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Partner shall have all the rights of such Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership Interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Partner.

## SECTION 11. PARTNERSHIP FUNDS; BOOKS AND RECORDS; REPORTS

11.1 Partnership Funds. All deposits in and withdrawals from Partnership bank accounts shall be made by the General Partner or such other person or persons employed by the General Partner as it may from time to time designate in savings or checking accounts or in such investments as it deems desirable.

11.2 Books and Records. The Partnership shall keep adequate books and records at the principal place of business of the Partnership or at such other place as the General Partner may determine, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Such books and records shall be open to the inspection and examination of all Partners or their duly authorized representatives at any reasonable time.

11.3 Accounting Method. The books of the Partnership shall be kept on an accrual basis for both accounting and income tax purposes. The fiscal year of the Partnership shall end on December 31.

11.4 Reports. At the expense of the Partnership, the General Partner shall prepare or cause to be prepared the Partnership's annual income tax return. The General Partner shall use its

best efforts to transmit within 75 days, after the end of the fiscal year to the Limited Partner a report indicating the Limited Partner's proportionate share of the profits, losses, tax credits, deductions, tax preference items and investment credits, if any, for such fiscal year for federal income tax purposes.

## SECTION 12. WAIVER OF PARTITION

Each Partner hereby waives any right of partition or any right to take any other action which otherwise might be available to it for the purpose of severing its relationship with the Partnership or its interest in assets held by the Partnership from the interest of the other Partners.

## SECTION 13. GAMING MATTERS

13.1 Gaming License. Each Partner shall use their best efforts to timely obtain and maintain all gaming licenses required by the Pennsylvania Gaming Control Board ("Gaming Board").

13.2 General Compliance. The Partners and their partners, members and affiliates and any other person or entity with respect to which the Gaming Board determines must be suitably qualified or otherwise permitted to own a direct interest in the Partnership (each a "Gaming Licensee") shall be bound by all applicable regulatory compliance requirements under the Pennsylvania Race Horse Development and Gaming Act, 4 Pa. C.S.A 1101, *et. seq.* ("Gaming Act") and the Regulations promulgated thereunder by the Gaming Board ("Gaming Regulations").

13.3 Gaming Licensee Default. (a) Each of the following occurrences shall be deemed a "Gaming Licensee Default" and the Gaming Licensee with respect to which such occurrence takes place is referred to as a "Defaulting Gaming Licensee."

(i) An act or failure to act in a manner which is likely to jeopardize any gaming license, or such Gaming Licensee is found, pursuant to a final determination by the Gaming Board, to be unsuitable to be associated with the Partnership or its operations and such determination is not curable, or if curable, is not cured within the applicable cure periods provided by the Gaming Board.

(ii) Any direct or indirect interest in the Partnership is transferred by a Gaming Licensee, or an agreement (including options, warrants or other contingent rights) to effect such a transfer is entered into (unless such agreement conditions such transfer on a determination by the Gaming Board that such transfer will not adversely affect the Gaming Licensee), which transfer or agreement, based on the written opinion of outside legal counsel, and in the reasonable, written opinion of the General Partner, will jeopardize any gaming licenses or permits held by the Partnership.

(b) Upon the occurrence of a Gaming Licensee Default, if such Gaming Licensee Default is not cured pursuant to the time periods allowed herein, then the following remedies shall be available to the Partnership:

(i) the Defaulting Gaming Licensee's related Partner's Capital Account and share of any distributions availability hereunder shall be segregated and held by the Partnership until the earlier of (1) the cure of such Gaming Licensee Default pursuant to time periods allowed herein, or (2) disposition of such Defaulting Gaming Licensee's direct or indirect interest in the Partnership pursuant to the Gaming Act and with the approval of the Gaming Board, and

(ii) with respect to a Defaulting Gaming Licensee that is or related to a Partner, the Partnership shall have the right to acquire such Partner's interest in the Partnership for an amount equal to the Purchase Price determined pursuant to Section 13.4 and payable in accordance with the provisions of Section 13.5. If the Partnership exercises its right to acquire such Partner's interest, the closing of the purchase and sale shall occur within thirty (30) days of notice to such Partner.

(c) From time to time, the Gaming Licensees and their proposed transferees (if any) shall promptly provide, upon request, to the General Partner all information reasonably requested by it with respect to the Gaming Licensee's financial condition, litigation, indictments, criminal proceedings, and the like in which they are or may have been involved if any, (collectively, the "Requested Information"), in order for the General Partner to ensure that the Requested Information does not contain any fact which might jeopardize, in any manner, any gaming licenses or permits held by the Partnership.

**13.4 Purchase Price.** The Purchase Price for any interest purchased pursuant to Section 13.3 hereof shall be determined as follows: (i) the Partnership shall obtain an appraisal of the fair market value of the Partnership as of December 31<sup>st</sup> of the year preceding the event giving rise to the need for such appraisal, (ii) the value as set forth in the appraisal shall be reduced by all debt of the Partnership (the "Net Value"), (iii) the Net Value of the Partnership shall be multiplied by that fraction representing the Ownership Interest of the selling Partner, and (iv) the value as determined under clause (iii) shall be reduced by 50%, adjusting the value of the interest being sold for lack of marketability and minority interest. The adjusted value shall be the Purchase Price.

**13.5 Purchase Terms.** The Purchase Price shall be evidenced by an unsecured promissory note of the Partnership. The Note shall provide for payment of the principal balance in thirty (30) equal annual payments, including interest and principal, and shall be in an amount necessary to fully amortize the Purchase Price over a period of thirty (30) years, at a fixed interest rate equal to the lesser of (i) five percent (5%) or (ii) the minimum rate of interest necessary to have "adequate stated interest" under Section 1274 of the Code and the Regulations thereunder. The first payment shall be due and payable on the first anniversary after the date of purchase and the first day of each year thereafter. The Note may be prepaid or accelerated, in whole or in part, without penalty. The Transferor agrees to enter into and execute all other documents and agreements reasonably necessary to effectuate the sale and purchase of its

interest hereunder and to cause their personal representatives, executors or legal guardians to execute such documents as may be reasonably required hereunder.

**SECTION 14.**  
**GENERAL PROVISIONS**

14.1 Amendments.

(a) Amendments to this Agreement shall be adopted and effective as an amendment hereto if it receives the affirmative vote of Partners representing more than fifty percent (50%) of the Partnership interests (represented by such Partners' Participation Percentages).

14.2 Notices.

(a) Any notice to be given under this Agreement shall be made in writing and shall be deemed to have been duly given when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as set forth below.

(i) If to the Partnership:

c/o MainLine Investment Partners  
308 E. Lancaster Avenue, Suite 300  
Wynnewood, PA 19096

(ii) If to either the Limited Partner or the General Partner:

c/o MainLine Investment Partners  
308 E. Lancaster Avenue, Suite 300  
Wynnewood, PA 19096

(b) The Partners may change the address to which notice is to be sent by giving notice of such change to the Partnership in conformity with the provisions of this Section for the giving of notice.

14.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, notwithstanding any conflict-of-law doctrines of such state or other jurisdiction to the contrary.

14.4 Binding Nature of Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Partners and their representatives, successors and assigns.

14.5 Additional Partners. Each substitute or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the General Partner shall determine. By so

signing, each substitute or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been signed by the General Partner and the admission of such substitute or successor Partner shall have been set forth in an amendment to this Agreement.

14.6 Validity. In the event that all or any portion of any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.

14.8 Indulgences, Etc. Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege; nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

14.9 Execution in Counterparts; Execution by Fax. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution of this Agreement by the Partners may be delivered by fax transmission.

14.10 Paragraph Headings. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

14.11 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

14.12 Number of Days. In computing the number of days for the purpose of this Agreement, all days shall be counted, including Saturdays, Sundays and any day made a legal holiday by the laws of the State of Delaware or of the United States; provided, however, that if the final day of any time period falls on a Saturday, Sunday or any day made a legal holiday by the laws of the State of Delaware or of the United States, then the final day shall be deemed to be

the next day which is not a Saturday, Sunday or any day made a legal holiday by the laws of the State of Delaware or of the United States.

14.13 Third party Beneficiaries. Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than the Partners hereto and shall not be enforceable by any other party.

14.14 Controversies with Internal Revenue Service. The General Partner is hereby designated as the "Tax Matters Partner" of the Partnership pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall be authorized to carry out on behalf of the Partnership and at the Partnership's expense, all acts appropriate to such designation.

14.15 Advice of Counsel. This document was prepared by counsel for the Partnership and such counsel does not represent the interests of any Partner that may become a party to this Agreement, which may in certain instances conflict with those of the Partnership. Each Person signing this Agreement (i) understands and agrees that this Agreement contains legally binding provisions and has certain financial and tax consequences for Partners, (ii) has had the opportunity to consult with an independent lawyer regarding such provisions and consequences, and (iii) has either consulted such a lawyer or consciously decided not to consult such a lawyer.

14.16 Appendix. The Appendix attached to this Agreement is incorporated herein by reference and made a part hereof.

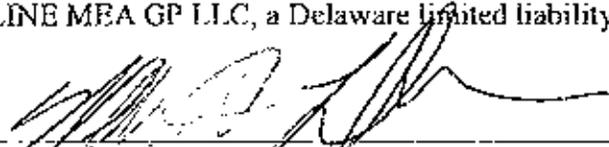
14.17 Title to Partnership Property. All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's interest in the Partnership shall be personal property for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

**GENERAL PARTNER:**

MAINLINE MEA GP LLC, a Delaware limited liability company

By:

  
\_\_\_\_\_  
WILLIAM A. LANDMAN, Manager

**LIMITED PARTNER:**

  
\_\_\_\_\_  
WILLIAM A. LANDMAN

**APPENDIX TO AGREEMENT OF LIMITED PARTNERSHIP  
MAINLINE MEA PARTNERS, L.P.**

This Appendix (the "Appendix") to the Partnership Agreement for MainLine MEA Partners, L.P. (the "Agreement") sets forth the provisions applicable maintenance of capital accounts and allocations of Profits and Losses. Capitalized terms not defined in this Appendix shall have the meaning ascribed to such terms in the Agreement.

**ARTICLE I  
DEFINITIONS**

1.1 "*Adjusted Capital Account Deficit*" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Partner is to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1 (b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

1.2 "*Capital Account*" means the capital account of each Partner established pursuant to, and maintained in accordance with, Article 2 of this Appendix.

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

1.4 "*Depreciation*" means, for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.5 "*Gross Asset Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner

to the Partnership shall be the gross fair market value of such asset, as reasonably determined by the General Partner;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership other than in connection with the initial capitalization of the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustment pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Partners in the Partnership;

(iii) The Gross Asset Value of the Partnership asset distributed to any Partner will be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the General Partner, provided that if the distributee is the General Partner, the determination of fair market value of the distributed asset shall require the consent of the Limited Partner; and

(iv) The Gross Asset Values of the Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 1.12(vi) or 2.3(a)(vii) of this Appendix; provided, however, that Gross Asset Values shall not be adjusted pursuant to this section to the extent that the General Partner reasonably determines that an adjustment pursuant to subsection (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment to this subsection (iv).

If Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i), (ii) or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.6 "Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

1.7 "*Nonrecourse Liability*" has the meaning set forth in Regulations Section 1.704-2(b)(3).

1.8 "*Partner Nonrecourse Debt*" has the meaning set forth in Regulations Section 1.704-2(b)(4).

1.9 "*Partner Nonrecourse Debt Minimum Gain*" means an amount, with

respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

1.10 "*Partner Nonrecourse Deductions*" has the meaning set forth in Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

1.11 "*Partnership Minimum Gain*" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

1.12 "*Profits*" and "*Losses*" means, for each fiscal year, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant hereto shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant hereto shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Sections (ii) or (iii) of the definition of Gross Asset Value above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Partnership asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.4 of this Appendix;

(vi) To the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Partnership Interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from

the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this Section, any items which are specially allocated pursuant to Sections 2.3(a) or 2.3(b) of this Appendix shall not be taken into account in computing Profits or Losses. The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Sections 2.3(a) or 2.3(b) of this Appendix shall be determined by applying rules analogous to those in subsections (i) through (vii) above.

1.13 "*Regulations*" or "*Treasury Regulations*" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.14 "*Regulatory Allocations*" has the meaning set forth in Section 2.3(b) of this Appendix.

## ARTICLE II MAINTENANCE OF CAPITAL ACCOUNTS AND ALLOCATIONS

2.1 Maintenance of Capital Accounts. A single Capital Account shall be maintained for each Partner from the inception of the Partnership strictly in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b). Subject to the foregoing, the Capital Account shall be maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 2.3 of this Appendix, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value (defined in Section 1.2 of this Appendix) of any property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 2.3 of this Appendix, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(iii) In the event all or a portion of an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii), there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations.

2.2 Allocations of Profit and Loss.

(a) Allocation of Profits: For each fiscal period of the Partnership, after giving effect to the special allocations set forth in Sections 2.2(c) and 2.3 of this Appendix, Profits shall be allocated to the Partners pro rata in accordance with their Participation Percentage.

(b) Allocation of Losses:

(i) For each fiscal period of the Partnership, after giving effect to the special allocations set forth in Sections 2.2(c) and 2.3 of this Appendix, Losses shall be allocated to the Partners pro rata in accordance with their Participation Percentages, subject to the limitation in Section 2.2(b)(ii) of this Appendix.

(ii) The Losses allocated pursuant to this Section 2.2(b) shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner to have an Adjusted Capital Account Deficit at the end of any taxable year. In the event some but not all of the Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to this Section 2.2(b), the limitation set forth in this paragraph (ii) shall be applied on a Partner by Partner basis so as to allocate the maximum permissible Loss to each Partner under Regulations Section 1.704-1(b)(2)(ii)(d).

(c) Overriding Allocations. Notwithstanding the provisions of Sections 2.2(a) and 2.2(b)(i) of this Appendix (but subject to Sections 2.2(b)(ii) and 2.3 of this Appendix), Profits and Losses shall be allocated in such a manner as to result in distributions (including liquidating distributions pursuant to Section 7.3 of the Agreement of Limited Partnership) being made to the Partners in accordance with the methodology contemplated by Section 7.1 of the Agreement of Limited Partnership.

2.3 Special and Other Allocations. The following special allocations shall be made in the following order:

(a) Special Allocations.

(i) Minimum Gain Chargeback. Except as otherwise provided in Regulation Section 1.704-2(f) of the Treasury Regulations, notwithstanding any other provision of this Article II, if there is a net decrease in Partnership Minimum Gain during any fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the

respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Subsection is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Article II, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any fiscal year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Subsection is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(c)(4), Regulation Section 1.704-1(b)(2)(ii)(d)(5) or Regulation Section 1.704-1(b)(2)(ii)(d)(6), items of income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Subsection shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article II have been tentatively made as if this Subsection were not in the Appendix or the Agreement.

(iv) Gross Income Allocation. In the event any Partner has a deficit Capital Account at the end of any fiscal year which is in excess of the sum of (i) the amount such Partner is obligated to restore pursuant to any provision of this Appendix or the Agreement, and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection shall be made only if and to the extent that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article II have been made as if Subsection 2.3(a)(iii) of this Appendix and this subsection were not in the Appendix or the Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year shall be allocated in accordance with each Partner's Participation Percentage.

(vi) Partner Nonrecourse Deductions. Any Partner Nonrecourse

Deductions for any fiscal year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i)(1).

(vii) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Regulation.

(viii) Imputed Interest. If the Partnership has taxable interest income with respect to any promissory note pursuant to Code Section 483 or Code Sections 1271 through 1288, (i) such interest income shall be specially allocated to the Partner to whom such promissory note relates, and (ii) the amount of such interest income shall be excluded from the Capital Contribution credited to such Partner's Capital Account in connection with payments of principal on such promissory note.

(b) Curative Allocations. The allocations set forth in 2.2(b)(ii), 2.3(a)(i), 2.3(a)(ii), 2.3(a)(iii), 2.3(a)(iv), 2.3(a)(v), 2.3(a)(vi) and 2.3(a)(vii) of this Appendix (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of income, gain, loss or deduction pursuant to this Section 2.3(b). Therefore, notwithstanding any other provision of this Article II (other than Section 2.2(c) and the Regulatory Allocations), the Partnership may make such offsetting special allocations of income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of the Appendix or the Agreement and all Partnership items were allocated pursuant to Sections 2.2(a) and 2.3(b)(i) of this Appendix. In exercising its discretion under this Section 2.3(b), the General Partner may take into account future Regulatory Allocations under Sections 2.3(a)(i) and 2.3(a)(ii) of this Appendix that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 2.3(v) and 2.3(vi) of this Appendix.

(c) Other Allocation Rules.

(i) Generally, all Profits and Losses shall be allocated among the Partners as provided in Article II of this Appendix. If Partners are admitted to the Partnership on different dates during any fiscal year, the Profits (or Losses) allocated among the Partners for each such fiscal year shall be allocated in proportion to their respective Capital Accounts from time to time during such fiscal year in accordance with Code Section 706, using any convention permitted by law.

(ii) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(iii) If any Partner's interest in Partnership Profits and Losses changes during a fiscal year for any reason, including without limitation, the transfer of any interest in the Partnership, such allocations of Profit and Loss shall be adjusted as necessary to reflect the varying interests of the Partners during such year in accordance with any permissible method.

(iv) The Partners are aware of the income tax consequences of the allocations made by this Article II and hereby agree to be bound by the provisions of Article II of this Appendix in reporting their shares of income and loss for income tax purposes.

(d) Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value.

(c) New Allocations.

(i) It is the intent of the Partners that each Partner's distributive share of income, gain, loss, deduction, credit (or item thereof) shall be determined and allocated in accordance with this Article II to the full extent permitted by Section 704(b) of the Code. In order to preserve and protect the determinations and allocations provided for in this Article II, the General Partner shall be, and it hereby is, authorized and directed to allocate income, gain, loss, deduction, or credit (or items thereof) arising in any year differently than provided for in this Article II if, and to the extent that, allocating income, gain, loss, deduction, or credit (or item thereof) in the manner provided for in this Article II would cause the determinations and allocations of each Partner's distributive shares of income, gain, loss, deduction or credit (or item thereof) not to be permitted by Section 704(b) of the Code and any Treasury Regulations promulgated thereunder. Any allocation made pursuant to this Section 2.3(c) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Article II, and no amendment of this Appendix or the Agreement or approval of any Partner shall be required.

(ii) In making any allocation under Section 2.3(c)(i) (the "New Allocation"), the General Partner is authorized to act only after having been advised in writing, both by counsel to the Partnership and the Partnership's regular certified public accountant, that in their opinion, after examining Section 704(b) of the Code and any current or future proposed or final Treasury Regulations thereunder, the New Allocation is necessary in order to ensure that, either in the then-current year or in any preceding year, each Partner's distributive share of income, gain, loss, deduction, or credit (or item thereof) is determined and allocated in accordance with this Article II to the fullest extent permitted by Section 704(b) of the Code and the Treasury Regulations thereunder.

(iii) New Allocations made by the General Partner in reliance upon the written advice of the attorneys and accountants described above shall be deemed to be made in the best interests of the Partnership and the Partners in accordance with the fiduciary obligation of the General Partner to the Partnership and the Partners, and such new allocation shall not give rise to any claim or cause of action by any Partner.

(iv) In the event that the General Partner is required to make any New Allocation in a manner less favorable to the Partners than is otherwise provided for in this Article II, the General Partner shall be, and it hereby is, authorized and directed, insofar as it is permitted to do so by Section 704(b) of the Code, to allocate income, gain, loss, deduction, or credit (or item thereof) arising in later years in a manner so as to bring the proportion of income, gain, loss, deduction, or credit (or item thereof) allocated to the Partners as nearly as possible to the proportion otherwise contemplated by this Article II.

(f) Distribution Affected by Tax Payments. To the extent required by law, the Tax Matters Partner (if any) is hereby authorized and directed to withhold from any distribution made to a Partner the amount of tax paid or to be paid by the Partnership as levied by any state on a Partner who is not a resident of such state with respect to its distributive share of the Profits of the Partnership. Any amount so withheld shall be treated as a distribution under Section 7 of the Agreement of Limited Partnership and shall reduce the amount otherwise distributable to such Partner hereunder.

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 22  
Criminal History**

See Multi-Jurisdictional Personal History Disclosure Form for William A.  
Landman attached

**MainLine MEA Partners, L.P.**  
**Slot Operator and Management Company**  
**Category 2 (Affiliate) Application - Appendices**

Appendix 23

Has applicant divested all interests of its principals that  
would prohibit licensure?

Does Not Apply

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 24**

**Does Applicant (its affiliate or holding company) own more than 33.3%  
of another slot machine licensee or person eligible  
to apply for a Cat. 1 License?**

Does Not Apply

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

Appendix 28  
List of hospitals, place of worship, schools, parks and zoos w/i 1500 feet

See Appendix 28 of Market East Associates, L.P. application

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 31  
Zoning and Land Use Approvals**

See Appendix 31 of Market East Associates, L.P. application

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 34  
Local Impact Report, Traffic Studies**

See Appendix 34 of Market East Associates, L.P. application

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

**Appendix 36  
Proposed Problem Gambling Plan**

See Appendix 36 of Market East Associates, L.P. application

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices  
Appendix 38**

1. Location and quality of proposed facility (parking, central to service area, etc.)

See Appendix 38 of Market East Associates, L.P. application

2. Potential for new job creation

See Appendix 38 of Market East Associates, L.P. application

3. Plan to recruit diversity

See Appendix 38 of Market East Associates, L.P. application

4. Plan to use diversity throughout the facility

See Appendix 38 of Market East Associates, L.P. application

5. Plan to assure equal opportunity employment and contracting

See Appendix 38 of Market East Associates, L.P. application

6. History of applicant developing tourism

See Appendix 38 of Market East Associates, L.P. application

7. Creating high quality living wage jobs

See Appendix 38 of Market East Associates, L.P. application

8. Record of applicant meeting commitments to local/community agencies and organizations

See Appendix 38 of Market East Associates, L.P. application

**MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices**

9. Potential for mitigation of adverse effects (i.e. costs to meet increased demand for public health care, child care, public transportation) created by the project

See Appendix 38 of Market East Associates, L.P. application

10. Record of applicant with respect to:

- a. Discrimination
- b. Labor relations
- c. Employee/representative relations

See Appendix 38 of Market East Associates, L.P. application

MainLine MEA Partners, L.P.  
Slot Operator and Management Company  
Category 2 (Affiliate) Application - Appendices

Appendix 45  
Ownership or Beneficial Interest in the Applicant

MainLine MEA Partners, L.P.

<u>Ownership Interest %</u>	<u>Owners</u>
100%	William A. Landman
0%	MainLine MEA GP, LLC

MainLine MEA GP, LLC

<u>Ownership Interest %</u>	<u>Owners</u>
100%	William A. Landman