

Staffing Services Agreement

This Staffing Services Agreement (this "Agreement") is made and entered into as of the 11th day of June, 2025 by and between Downs Racing, L.P., Mohegan Pennsylvania ("Client") for the property located at 1280 Highway 315, Wilkes-Barre, PA 18702 (the "Resort") and The Service Companies, Inc., with an address of 3750 NW 87th Avenue, Suite 700, #1019, Miami, FL 33178 ("Contractor").

1. Purpose

Client hereby engages Contractor, and Contractor hereby accepts the engagement by Client, to provide staffing services ("Services"), subject to and in accordance with the terms of this Agreement. Contractor has the expertise, qualifications and broad experience to perform the services required under the terms of this Agreement.

2. Term

The term of this Agreement (the "Term") shall be one (1) year, commencing June 16, 2025 through June 15, 2026.

3. Termination

- A. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement, for any reason and without penalty, upon at least sixty (60) days written notice to the other party of such termination with no further obligation; provided, however, that if the WARN Act applies to Contractor's operations at the Resort at the time such notice of termination is received, Client will provide Contractor with an additional notice period sufficient to allow Contractor to comply with its notice obligations under the WARN Act.
- B. In the event Client fails to pay any invoice when due, Contractor shall give Client written notice at the address set forth in the preamble to this Agreement and via email at legal@mohegangaming.com. Client shall be allowed ten (10) days to make full payment of the overdue invoice. In the event Client fails to make full payment of the overdue invoice, Contractor may terminate this Agreement by giving thirty (30) days written notice to Client sent by email or mailed to the address above with receipt confirmation.
- C. In the event that this Agreement is terminated, Client shall only be obligated to pay for services actually provided by Contractor up to the termination date.

4. Obligations of the Parties

- A. Contractor will recruit, interview, screen, select, hire and assign employees and all persons authorized by Contractor to provide the services described hereunder, who, in Contractor's reasonable business judgment are best qualified to perform services in the positions listed below in Section 8. Contractor agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Contractor's assigned employees. Contractor will also ensure compliance with legally required pre-employment obligations for employees to be assigned to the Client prior to their assignment. As the employer, Contractor will (i) maintain all

necessary personnel and payroll records for its employees;
(ii) provide for liability insurance as specified below; and (iii) provide workers' compensation coverage in amounts as required by law.

- B.** In connection with the performance of this agreement, the parties will comply with all laws, regulations, and orders to the extent applicable to that party.
- C.** The employees assigned to the Client under this Agreement shall remain employees of Contractor. Under no circumstances shall Client or any Client Parties (as defined below) be deemed a "co-employer" with Contractor regarding such assigned employees. Contractor's employees shall not be entitled to participate in any Client employee benefit plans, including pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, stock purchase, severance pay and other similar plan, programs and agreements, whether reduced to writing or not.
- D.** All Contractors' employees will be screened prior to being hired. The screening process shall include, but not be limited to:

 - 1) Completion of Contractor's application
 - 2) Each of Contractors' employees must:

 - Complete I-9 Complete a National Criminal File background check which also includes a second SS# verification.
 - Complete National Sex Offender Registry Check.
 - 3) All of Contractors' employees are responsible for completion of Form I-9. On the form, the employer must verify the employment eligibility and identity documents presented by the contractor employee and record the document information on the Form I-9.
- E.** Contractor agrees to familiarize its employees with any rules and expectations of the Client that are provided to Contractor. All Contractor employees that are new hires shall attend an orientation to be conducted by Client's management at the Resort, which will cover proper use of all equipment, supplies, and chemicals. The hours spent by Contractor's employees in such orientation shall be included in Contractor's invoices as hours worked and payable by Client at the applicable rate. Contractor's employees who are assigned to work at the Resort will be held to the same standards and rules as employees thereof.
- F.** Client shall utilize a minimum of five (5) full-time employees at all times during the Term.
- G.** Contractor agrees to remove any of its employees at Client's request for any lawful reason supported in fact. Contractor agrees to assist and cooperate with any investigation initiated by Client involving any employee of Contractor provided to Client under this Agreement.
- H.** Client recognizes the effort and expense incurred by Contractor to recruit and train its employees. Accordingly, Client agrees that it will not, either directly or indirectly (through an affiliated entity or another company or vendor working at the Resort), hire or employ

any employee of Contractor, or person who was formerly an employee of Contractor within the preceding 6 months, without Contractor's permission during the term of this Agreement and for a period of 12 consecutive months from the termination of this Agreement. In the event Client or any of its affiliated companies hires Contractor's former or current employee(s) in violation of this provision, then Client shall pay Contractor for each person so hired an amount equivalent to \$9,500 per any such person hired in violation of this provision, payable upon demand by Contractor.

- I. Uniforms: Contractor will provide uniforms for Contractor's employees assigned to work at the Resort at Contractor's expense. Contractor agrees that employee uniforms shall at all times be clean, and personal appearances shall be neat and well groomed, clean and in accordance with the grooming standards set by Client. Client will notify Contractor of any Contractor employees who do not meet the uniform or personal appearance standards and Contractor will promptly and satisfactorily address any uniform or personal appearance standards issues with its employees.
- J. Equipment: Client will be responsible for providing all equipment necessary to perform the job duties assigned by Client, including repair, maintenance and replacement of equipment.
- K. Cleaning Chemicals and Supplies: All cleaning chemicals and cleaning supplies will be supplied for by Client. Client agrees to provide MSDS information and documentation, or access to said information and documentation, regarding any and all chemicals it provides for use at the Resort.

5. Scope of Work

Contractor's employees will provide general services for the Client. These services may include but are not limited to various stewarding and cleaning related services, or such other jobs or tasks agreed upon and specified by the Client or Resort management.

6. Insurance

Prior to commencement of this Agreement, Contractor shall provide Client with a certificate of Insurance evidencing the existence of valid and enforceable insurance policies as follows:

Contractor shall carry the following minimum insurance with insurance companies licensed to do business in the Commonwealth of Pennsylvania and satisfactory to Client: (i) commercial general liability insurance of Two Million Dollars (\$2,000,000), which shall include errors and omissions coverage of Two Million Dollars (\$2,000,000) per occurrence; (ii) property damage liability insurance of One Million Dollars (\$1,000,000) for damages to property; (iii) workers compensation insurance with statutory limits and employer's liability insurance of One Million Dollars (\$1,000,000); (iv) automobile liability insurance of One Million Dollars (\$1,000,000); and (vi) all other insurance coverage legally required of Contractor. All of the foregoing insurance policies, except for workers compensation insurance, shall name Client, the Mohegan Tribe of Indians of Connecticut, and their respective affiliates, directors, officers, employees and agents as additional insureds, and shall contain a waiver of subrogation in favor of the additional insureds. Contractor shall provide Client with a certificate of insurance evidencing compliance with this section prior to performing this Agreement. Such insurance

shall not be subject to cancellation or material modification without thirty (30) days' prior written notice to Client and shall be primary for all purposes without the right of contribution.

The obligations of this Article 6 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

7. Indemnification

- A.** Contractor will indemnify, defend, and hold harmless the Client; and its managers, members, principals, officers, directors, shareholders, employees, agents, contractors, sub-contractors, successors, assigns and volunteers and any affiliated or subsidiary companies, corporations, partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, "Client Parties") from and against any and all liabilities, claims, judgments, losses, orders, awards, damages, expenses, reasonable costs, fines, penalties, costs of defense, and reasonable attorneys' fees (collectively, "Liabilities") to the extent they result from:
- 1) The failure of Contractor or any of its officers, employees (including its employees on assignment), agents, contractors and/or representatives (collectively, "Contractor Parties") to comply with applicable laws, regulations, or orders;
 - 2) Any negligent act or omission or intentional misconduct on the part of any Contractor Parties;
 - 3) Breach of any obligation of Contractor contained in this Agreement; or
 - 4) Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any Contractor's employees or, in the event of death, by their personal representatives; provided, however, that the foregoing indemnification obligations shall not apply to Liabilities to the extent caused by the negligence or intentional misconduct of Client or any of its officers, directors, shareholders, employees, agents, invitees, contractors, subsidiaries and affiliates.
- B.** Such Liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse, or misappropriation.
- C.** The obligations of this Article 7 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

8. Prices, Payment and Billing

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POSITIONS	RATE PER HOUR	OVERTIME RATE PER HOUR
EVS	\$18.45	\$27.68
Stewards	\$18.45	\$27.68

- A.** Client agrees to pay Contractor as per rates set forth in this Agreement for each labor hour worked by Contractor's employees.

This fee will be billed weekly in conjunction with pay cycles from Sunday to Saturday with payment due in 20 days from the invoice date. Contractor will invoice Client biweekly from Contractor's Dayforce system. Client should address payments to The Service Companies at P.O. Box 734800 Dallas, TX 75373-4800.

Any amounts unpaid after thirty (30) days will bear interest at the lesser of 1.5% per month or the maximum legal rate. Client will pay Contractor all of the reasonable expenses, costs and fees Contractor incurs to collect overdue invoice payments from Client.

- B.** Requested staff requires a minimum of 4 hours daily. If staff is sent home at starting time, unless due to a staff member's misconduct or non-compliance with Client's employee rules and regulations, Client will be obligated to pay 4 hours.
- C.** Overtime compensation will be paid by Contractor to Contractor's employees as provided by federal law, and as applicable, state and local laws. Client agrees to pay for any overtime hours worked for Client, at Client's request, at the billing rate set forth above.
- D.** The pricing and rates set forth above are based on the wage rates, insurance rates, and the benefits (as described in this agreement) which are presently in effect. In the event that following the effective date of this Agreement, (i) wages are increased by federal, state or local law, (ii) if new or additional insurance coverage, benefits or taxes are levied or required by federal, state or local laws, or (iii) the competitive wage in the applicable market has increased, as measured by a competitive wage survey of a sampling of similar service business within the same metropolitan statistical area, which survey shall be taken by Contractor and the results shared with Client, then the amount to be paid to Contractor shall be reasonably increased to reflect the impact of such law or regulation or the increase in the competitive wage. Contractor specifically agrees the rates in this Agreement include all costs and expenses related to assigned worker benefits, including but not limited to health insurance benefits under the Patient Protection and Affordable Care Act.

9. Entire Agreement

- A.** Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective.
- B.** It is understood and agreed that the intent of this Agreement is to include everything necessary for the proper and orderly execution and completion of the services described herein. Any and all services or material described in words that have a well know technical or trade meaning shall be interpreted in accordance with such technical or trade meaning.

10. Notices

- A.** Whenever, by the terms of this Agreement, notice, demand, or other communication shall or may be given, to either party, same shall be in writing and shall be sent by certified mail, postage prepaid, or shall be sent by private express carrier as follows:

If intended for the Contractor:

The Service Companies
3750 NW 87th Avenue
Suite 700 #1019
Miami, FL 33178
Attn: legal

If intended for the Client

Downs Racing, L.P., dba Mohegan Pennsylvania
1280 Highway 315
Wilkes-Barre, PA 18702
Attention: Anthony Carlucci, President/General
Manager

Cc: Deputy General Counsel
Mohegan Tribal Gaming Authority
One Mohegan Sun Boulevard
Uncasville, CT 06382 and to:

Legal@mohegangaming.com

or such other address as Contractor or Client may provide to the other party in writing.

11. Paragraph Headings

The paragraph headings throughout this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

12. Invalidity of Particular Provision

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, the application of such term provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent of the law.

13. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Resort is located. In the event litigation is initiated to enforce any part of this Agreement, the prevailing party is entitled to recover the expenses of litigation, including reasonable attorney's fees.

14. Compliance and Laws

- A. Contractor agrees that it shall not discriminate on the basis of race, color, religion, gender, sexual orientation, age, national origin, disability, and/or veteran status. Contractor affirms that it is an equal opportunity and affirmative action employer and it will comply with all applicable federal, state, and local laws governing employment, including, but not limited to, the Fair Labor Standards Act; Executive Order 11246 and Amendment; the Vietnam Era Veterans Readjustment Act of 1975; the Civil Rights Act of 1964; the Equal Pay act of 1963, the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; the American with Disabilities Act; the National Labor Relations Act; and the Immigration Control Act of 1990. Contractor shall also comply with Executive Order 13201, as amended, which is also administered by the OFCCP and all relevant rules, regulations and orders pertaining thereto. The employee notice clause and all other provisions of 29 C.F.R., part 470, are hereby incorporated by reference. Contractor shall include the provisions of this Section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.
- B. Because the Client controls the facilities in which the employees assigned by Contractor will work, it is agreed the Client is primarily responsible for compliance with the Occupational Safety and Health Act, and regulations thereunder to the extent those laws apply to Contractor's assigned employees, except as may otherwise be agreed to by the parties in writing.

- C. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any of Contractor's assigned employees, the parties agree to cooperate in the prompt investigation and resolution of such complaint.

15. Independent Contractor

In its performance of this Agreement, Contractor will at all times act in its own capacity and right as an independent contractor and nothing contained herein may be construed to make Contractor an agent, partner, or joint venture of the Client. Contractor shall not have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the Client. Neither Contractor nor its employees will have any claim to the Client revenues from their work.

16. Consequential Damages

EXCEPT IN CASES INVOLVING A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, EVEN IF IT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE DAMAGES WERE OTHERWISE FORESEEABLE.

17. Confidentiality,

Contractor acknowledges that it or its assigned employees may be given access to or acquire information that is proprietary or confidential to the Client or its affiliated entities and their clients and customers ("Proprietary Information"). Any and all such Proprietary Information obtained by Contractor and its assigned employees shall be deemed confidential and proprietary. Contractor hereby agrees that Proprietary Information is confidential and shall not be disclosed to any other person except those reasonably assisting Contractor with the services provided in this Agreement (and then only upon Contractor making such person aware of the confidentiality restriction and procuring such person's agreement to be bound thereby). Upon termination of the Agreement, Contractor agrees to return to Client, or destroy all Proprietary Information that was provided to Contractor and Contractor agrees not to retain any copy of such Proprietary Information provided to it and to instruct all persons and entities that have received a copy or copies of such Proprietary Information to immediately return such Proprietary Information to Client or destroy such Proprietary Information. Further, Contractor agrees not to use or allow to be used any Proprietary Information for any purpose other than to perform the services contemplated by this Agreement.


18. Compliance with Regulatory Requirements. To the extent applicable, Contractor hereby represents that Contractor is or prior to providing any services hereunder will be properly licensed to perform the services, including, without limitation, proper licensure (or written exemption issued) by the PGCB, and that Contractor will remain properly licensed during the progress of the services to be provided and performed hereunder. Contractor shall comply, and shall cause all employees, consultants and material suppliers to comply with all applicable federal, state, municipal and, if applicable, Mohegan tribal laws applicable to the Services to be provided under this Agreement,

including but not limited to any necessary permits, licenses, approvals or requirements of the Commonwealth of Pennsylvania.

19. Assignment. Contractor shall not subcontract, assign, transfer or otherwise employ anyone to do any of the services called for under this Agreement without the prior written approval of Client, which consent may be granted or withheld in Client's sole discretion.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

THE SERVICE COMPANIES, INC.

By: 
Name: Christina Kendrix
Title: CFO

DOWNS RACING, L.P., DBA

MOHEGAN PENNSYLVANIA

By: 
[Anthony Carlucci \(Jun 13, 2025 13:54 EDT\)](#)
Name: Anthony Carlucci
Title: President/General Manager