

**FIRST AMENDMENT TO THE  
COMMUNITY BENEFITS AGREEMENT BETWEEN  
SUGARHOUSE HSP GAMING, L.P. d/b/a RIVERS CASINO PHILADELPHIA  
AND  
PENN TREATY SPECIAL SERVICES DISTRICT**

**THIS FIRST AMENDMENT** (the “Amendment”) effective as of October 1, 2025 by and between **Sugarhouse HSP Gaming, L.P. d/b/a Rivers Casino Philadelphia**, a duly registered Delaware limited partnership with a registered address in the Commonwealth of Pennsylvania of 1001 North Delaware Avenue, Philadelphia, PA 19123 (“Rivers” f/k/a SugarHouse) and **Penn Treaty Special Services District**, a duly registered Pennsylvania non-profit corporation with its principal place of business of PMB, 702 N 3rd St #38, Philadelphia, PA 19123 (“Penn Treaty”) hereby amends the Community Benefits Agreement entered into on November 20, 2008.

**BACKGROUND**

**WHEREAS**, HSP Gaming, L.P. and neighborhood organizations within Philadelphia’s riverwards entered into a Community Benefits Agreement on November 20, 2008 (the “Agreement”); and

**WHEREAS**, the Special Services District referenced under the Agreement was incorporated as Penn Treaty on June 19, 2009, and is recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and has the rights and obligations of the Special Services District also known as “SSD” under the Agreement; and

**WHEREAS**, Rivers operates the SugarHouse Site (as defined under the Agreement, and alternatively defined as the “Project”); and

**WHEREAS**, Section 1 of the Agreement provides that the Agreement shall continue in full force and effect for so long as HSP Gaming, L.P., defined as SugarHouse, or any assignee maintains or operates a gaming facility at the Project or contiguous property; and

**WHEREAS**, Rivers and Penn Treaty have agreed to amend certain provisions of the Agreement through the execution of this Amendment to the Agreement, which together with the Agreement is hereinafter referred to as the “Agreement”.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, Rivers and Penn Treaty hereby amend the Agreement as follows:

1. Section 4.(b) Post-Opening Period is hereby replaced in its entirety as follows:  
(b) Post-Opening Period - Beginning on October 27, 2025, and on each anniversary thereafter (the “Annual Payment Date”) following each one-year period beginning on July 1 and ending on June 30 (an “Operating Year”), SugarHouse shall make a post-opening contribution (each such payment, a “Post-Opening Contribution”) to the SSD. The Post-Opening Contribution paid on October 27, 2025, shall be in an amount equal to \$750,000 and Post-Opening Contributions of a

minimum of \$750,000 shall continue for fifteen (15) years, payable on the Annual Payment Date and as adjusted per the provisions under Section 4.(c.1) and Section 4.(c.2). SugarHouse and the SSD shall negotiate in good faith, beginning prior to the thirteenth Annual Payment Date (October 27, 2038), any changes to the Post-Opening Contribution (as described in the Agreement entered November 20, 2008) amount to take effect after the fourteenth Annual Payment Date (October 27, 2039). . In the event Project operations are suspended at any time, the annual Post-Opening Contribution next due shall be reduced by subtracting from the amount otherwise due the product obtained by multiplying the amount otherwise due by a fraction, the numerator of which will be the number of days for which operations have been suspended during the prior Operating Year and the denominator of which will be 365 days. In the event Project operations are suspended when a Post-Opening Contribution is otherwise due, payment will be suspended until operations recommence at which time the Post-Opening Contribution will be paid. Regardless of a delay to the date of payment of a Post-Opening Contribution due to a suspension in a given Operating Year, the Annual Payment Date and Operating Year will remain as defined above for all subsequent Post-Opening Contributions.

2. Section 4.(c) Upward Adjustment of Post-Opening Contribution is hereby replaced in its entirety by the two subsections that follow:

(c.1) Base Upward Adjustment of Each Post-Opening Contribution. Beginning on the first Annual Payment Date (on October 27, 2026), and for each subsequent annual Post-Opening Contribution thereafter, the Post-Opening Contribution shall be increased over the prior Post-Opening Contribution by the lowest of the following three percentages: (1) the increase in the Consumer Price Index as calculated by the United States Bureau of Labor Statistics for all items for the greater Philadelphia standard metropolitan statistical area (“CPI”), or the most similar index thereto in the event the CPI is unavailable, for the Operating Year ending in the same year as the respective Annual Payment Date; (2) the percentage increase in the total taxable brick and mortar gaming revenue<sup>1</sup> (collectively, the “Gaming Revenue”) of the Project as reported by the Pennsylvania Gaming Control Board for the Operating Year ending in the same calendar year as the respective Annual Payment Date over the immediately preceding Operating Year; and (3) five percent (5%), which shall be referred to in this Agreement as the “Base Upward Adjustment”).

(c.2) Special Adjustment to the Post-Opening Contribution. Beginning on the first Annual Payment Date (October 27, 2026), and for each subsequent annual Post-Opening Contribution, if the total Gaming Revenue of the Project as reported by the Pennsylvania Gaming Control Board for the preceding Operating Year exceeds \$401,422,209, the Post-Opening Contribution will be increased to the greater of \$1,000,000 or the Base Upward Adjustment on that Operating Year’s Annual Payment Date. Each subsequent Post-Opening Contribution will be subject to the Base Upward Adjustment increase described in Section 4(c.1); however, in no event

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<sup>1</sup> The total taxable brick and mortar Gaming Revenue shall be tabulated by combining the total amounts per the Pennsylvania Gaming Control Board reports for the Project’s Slots Revenue, Table Games Revenue, and Retail Sports Wagering Revenue from the applicable Operating Year, or the equivalent line items in future revenue reports if differently named.

shall the Post-Opening Contribution for any respective preceding Operating Year through the fourteenth Anniversary Payment Date exceed the sum of \$1,750,000.

3. Section 4.(e) Use of Funds is hereby replaced in its entirety as follows:

SugarHouse specifically acknowledges and agrees that all decisions of the SSD with respect to the expenditure of its charitable funds shall be made pursuant to the SSD Documents, without any rights or other restrictions by SugarHouse or its affiliates, other than any restrictions set forth in this Agreement; however, SugarHouse may attend the public portions of any SSD meetings and, from time to time, may make suggestions for the expenditure of funds consistent with the purpose of the SSD.

4. Section 7. SugarHouse Cooperation with Special Services District is hereby replaced in its entirety as follows:

Mutual Cooperation.

SugarHouse shall provide a reasonable amount of information on a regular basis to the SSD Chair or his or her delegate regarding certain happenings at the Project, such as, but not limited to, job opportunities available at the Project, timing for major modifications to the Project facilities, onsite amenities or offsite projects affecting access to the Project, information regarding the timing of special entertainment events scheduled to occur at the Project which may create unusual burdens on vehicular or pedestrian traffic patterns and other matters that might be reasonably likely to materially impact the community. The SSD agrees to invite SugarHouse, with at least five (5) days' notice, to any community meetings and SugarHouse agrees to make an executive available to attend. The SSD agrees to provide summaries on grant and scholarship awards to SugarHouse after each meeting of the SSD Board of Directors during which awards were approved. The SSD Chair or his or her designee and the SugarHouse designee shall be designated as a liaison to communicate with the other party. The parties agree to collaborate on marketing and public relations matters related to the SSD.

5. Section 12.(b) is hereby replaced in its entirety as follows:

After the Interim Casino Opening Date, SugarHouse shall continue providing parking and transportation as specified in Section 12 (a) above to all employees of SugarHouse. SugarHouse may, in its sole discretion, make available to all casino patrons of SugarHouse complimentary (validated) parking at no charge while they are at the Project. Notwithstanding the foregoing, should any authorized governmental or quasi-governmental entity impose any tax on complimentary parking, SugarHouse, in its sole discretion, may charge such tax to users of complimentary parking. SugarHouse may, in its sole discretion, charge reasonable rates for parking throughout its parking lots and garage.

6. The definition for the term "Neighboring Community" is hereby expanded to include all residents, property owners, and businesses located within the geographical area as shown on Exhibit A, which is attached hereto and made a part of this Agreement.

7. Except as expressly modified herein, all other terms and provisions of the Agreement shall remain in full force and effect.

8. Capitalized terms used but not otherwise defined in this Amendment which are incorporated in and made a part of this Amendment by this reference, will have the meanings given to them in the Agreement.

9. The provisions of this Amendment may not be amended without the prior written consent of each of the parties under the terms and conditions of the Agreement.

10. Entire Agreement. This Amendment together with the Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives.

**Penn Treaty Special Services District**

By:   
Juliette Cook  
Title: Chair

**Sugarhouse HSP Gaming, L.P.  
d/b/a Rivers Casino Philadelphia**

Signed by:  
By:   
Scott Lohke  
Title: General Manager

Approved by:  
  
General Counsel

**Exhibit A: Description of Boundaries of Neighboring Community,  
which shall also describe boundaries of the Special Services District**

**Exhibit A:**  
**(Description of Boundaries of Neighboring Community,  
which shall also describe boundaries of the Special Services District)**

The Special Service District shall consist of the area of Philadelphia, Pennsylvania located within a boundary line described as follows:

1. Commencing at the center of the intersection of 6<sup>th</sup> Street and Callowhill Street;
2. Thence continuing north along 6<sup>th</sup> Street to the center of the intersection of 6<sup>th</sup> Street and Norris Street;
3. Thence continuing east along Norris Street to the center of the intersection of Norris Street and Frankford Avenue;
4. Thence continuing northeast along Frankford Avenue, to the center of the intersection of Frankford Avenue and Lehigh Avenue;
5. Thence continuing southeast along Lehigh Avenue and further continuing in the line of Lehigh Avenue to the Delaware River;
6. Thence continuing southwest along the Philadelphia side of the Delaware River to the line of Callowhill Street; and
7. Thence continuing west along the line of Callowhill Street to the foot of Callowhill Street and further continuing along Callowhill to the point and place of beginning, at the center of the intersection of Callowhill Street and 6<sup>th</sup> Street.

