

SURROUNDING COMMUNITY AGREEMENT

By and Between the City of Boston, Massachusetts and Wynn MA, LLC

This Surrounding Community Agreement (this "Agreement") is made and entered into as of January 27, 2016 (the "Effective Date"), by and between the City of Boston, Massachusetts (the "City" or "Boston"), a municipal corporation, acting by and through its Mayor, with a principal place of business at 1 City Hall Square, Suite 500, Boston, Massachusetts 02201, and Wynn, MA LLC ("Wynn"), a limited liability company organized under the laws of the State of Nevada, with principal address and offices located at 101 Station Landing, Suite 2200, Medford, Massachusetts 02155. Hereafter, the parties may also be collectively referred to as the "Parties".

GENERAL RECITALS

Pursuant to Chapter 194 of the Acts and Resolves of 2011, and Commonwealth of Massachusetts General Laws Chapter 23K, the Massachusetts Gaming Act (the "Act"), the Massachusetts Gaming Commission (the "Commission") awarded Wynn a conditional Category 1 gaming license (the "License") to develop a luxury hotel and destination resort on the site (the "Project Site") depicted in Exhibit A in Everett, Massachusetts (the "Project") subject to the conditions set forth in that certain "Agreement to Award the Category 1 License in Region A to Wynn MA, LLC" dated September 17, 2014 (the "License Conditions");

And whereas, Sections 3 and 4 of the License Conditions provide for certain mitigation by Wynn with respect to Boston;

And whereas, Section 2, Paragraph 32 of Section 2 of the License Conditions provides for Wynn and Boston to negotiate and enter into a surrounding community agreement to mitigate impacts pursuant to CMR 125.00;

And whereas, the Parties desire, subject to the approval of the Commission, to enter into this Agreement to mitigate any anticipated adverse impacts from the development and operation of the Project on Boston and, in particular, on the neighborhood of Charlestown and to replace the conditions related to Boston as set forth in Sections 3 and 4 of the License Conditions with this Agreement;

And whereas, Boston desires to mitigate any anticipated adverse impacts from the development and operation of the Project through the means described herein, and to work proactively with Wynn to capitalize on the unique nature of Boston's community resources;

Accordingly, in consideration of the terms and conditions set forth herein and to effectuate the purposes set forth above, the Parties enter into this Agreement and hereby agree to be bound by the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. Stipulations of Known Impacts

1.1. The Parties intend that this Section 1 shall be deemed the "stipulations of known impacts" that are required to be included in this Agreement pursuant to Section 15(9) of Chapter 23K.

1.2. The Parties acknowledge and agree that the Project will result in additional vehicular traffic that may burden the transportation infrastructure in Boston, particularly in the Sullivan Square area in the neighborhood of Charlestown. Wynn's mitigation under the Massachusetts Environmental Policy Act ("MEPA") and its payments to Boston under this Agreement will mitigate any transportation impacts of the Project. Boston acknowledges and agrees that such mitigation will adequately mitigate all such impacts.

1.3. The Project may also have an impact on Boston's municipal services and require additional expenditures by Boston in order to provide such services. Wynn's payments to Boston under this Agreement will provide Boston with adequate resources to mitigate any such impacts. Boston acknowledges and agrees that such payments adequately mitigate all such impacts.

2. Community Impact Fee

2.1 Following the Opening Date and throughout the term of the License, Wynn shall make an annual payment of Two Million Dollars (\$2,000,000) to the City (the "Community Impact Fee"), which amount shall be due on or before the ninetieth (90th) day following the date on which the Project commences operations and opens to the general public as approved by the Commission in accordance with G.L. c. 23K and 205 CMR 101 *et seq* (the "Opening Date"). The annual payment shall continue for as long as Wynn, or any parent, subsidiary or related entity, owns, controls, or operates a commercial gaming facility at the Project Site. The purpose of this payment shall include, without limitation, the following: (i) improvements to the facilities within the City to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation in the Boston Harbor related to the Project; (ii) support of Charlestown's non-profits, parks, after-school activities, senior programs, job training programs, cultural events and related activities that promote Charlestown's heritage, quality of life, recreational and cultural activities; (iii) staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in the City related to the Project following the Opening Date; and (iv) any other impacts including any transportation infrastructure impacts and the Sullivan Square Infrastructure Project (as defined in Section 7.4 below) related to the Project.

2.2 In addition to the annual payment described in Section 2.1, within two (2) business days following the approval of this Agreement by the Commission, Boston shall request, and Wynn shall support Boston in its request, the release of the check held by the Commission, in the amount of One Million Dollars (\$1,000,000), to the City.

2.3 Notwithstanding anything herein to the contrary, the Community Impact Fee shall remain in the exclusive custody and control of the City, and shall be used and applied at Boston's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures related to the Project that Boston deems necessary and suitable.

3. Business Development

3.1. During both the construction phase of the Project and once the Project is operational, subject to its obligations to the City of Everett and other surrounding communities, Wynn shall make a good faith effort to utilize Boston contractors and suppliers for the Project and shall afford such opportunities to Boston vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Boston vendors through local advertisements, coordination with the Boston Chamber of Commerce and such other reasonable measures as Boston may from time to time request.

3.2 In furtherance thereof, following the Opening Date and throughout the term of the License, Wynn shall use good faith efforts to purchase annually at least Twenty Million Dollars (\$20,000,000.00) of goods and services from vendors with a principal place of business in Boston. Wynn shall work with Boston to hold vendor fairs that provide Boston businesses with information concerning the process of providing goods and services to the Project. Wynn shall, on at least an annual basis, consult with the Boston Chamber of Commerce and such other business groups or associations as Boston may reasonably request to identify opportunities in furtherance of the objectives set forth in this Section. Wynn shall, upon reasonable request, meet with Boston to provide updates on Wynn's efforts to comply with this Article 3. Notwithstanding anything herein to the contrary, Wynn's obligations under this Article 3, shall be subject to the availability of such goods and services at a level of quality that is consistent with the Project specifications and on commercially reasonable terms.

3.3. Wynn shall work with and assist local businesses in Boston to become "Wynn certified" in order to participate in this local purchasing program. Wynn certification represents a Wynn specific vendor qualification program that requires vendors to be pre-qualified, which may include but not be limited to background checks and other screening methods utilized to qualify vendors.

3.4. In recognition of the unique cultural, historical and entertainment attractions located in Boston and throughout the region, Wynn has developed and will maintain a proprietary concierge program for the purpose of cross-marketing these attractions. Boston has agreed to participate in this cross-marketing venture for the purpose of promoting its local businesses and other attractions. Prior to the Opening Date and throughout the term of the License, the Parties will work together and in coordination with Boston's Chamber of Commerce to include Boston businesses in Wynn's Concierge Program so that they may benefit from the Project.

4. Jobs Program

4.1. The Parties acknowledge that Boston desires to help its community members and residents who are interested in attaining employment at the Project and, in particular, residents of Charlestown. The Parties agree that Boston's demographic is an appropriate, suitable, desirable and employable work force for the Project, and therefore it is mutually beneficial to provide a structured program to educate Boston's residents and, in particular, residents of Charlestown about available employment opportunities.

4.2. In recognition of the above, the Parties agree as follows:

4.2.A. Wynn will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified Boston residents and, in particular, residents of Charlestown for contracting, subcontracting and servicing opportunities in the development and construction of the Project. Following the engagement of a construction manager, Wynn shall, in coordination with Boston, advertise and hold at least one event every six (6) months prior to the Opening Date for Boston residents at a venue located in Charlestown, at which it will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with the construction of the Project.

4.2.B. Prior to beginning the process of hiring employees (other than internally) for the Project, Wynn shall advertise and hold at least one event for Boston residents at a venue located in Charlestown, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Project, and shall hold one event annually thereafter. In addition, Wynn will work with non-profit entities to develop a job readiness training program that will be available to all residents of Boston. In seeking to fill vacancies at the Project, Wynn will give preference to properly qualified residents of Boston and, in particular, residents of Charlestown, to the extent that such a practice and its implementation is consistent with Federal, State or local law or regulation.

4.2.C. Notwithstanding anything herein to the contrary, in recognition of Wynn's host community agreement with the City of Everett and Wynn's surrounding community agreements with the Cities of Malden and Medford, the Parties acknowledge and agree that the preference provided in this Article 4 shall be secondary to the preferences provided by Wynn in such agreements. The preferences provided in this Article 4 shall be on a pooled basis with any other community that has entered or enters into a surrounding community agreement with Wynn.

4.2.D. Wynn agrees to consult, in good faith, with the City on an annual basis to identify prospective, qualified Boston employees to effectuate the terms and conditions herein.

5. Responsible Gaming

The Parties shall coordinate in good faith to promote responsible gaming and to develop resources available to residents of Boston to address problem gambling. In furtherance thereof, Wynn and its employees and agents will use commercially reasonable efforts to not send any marketing materials to or otherwise communicate for marketing purposes with residents of Boston who have opted to participate in Wynn's self-exclusion or self-limitation programs that enable individuals to opt out of receiving marketing materials. In addition, Wynn shall provide Boston and its residents with access to all compulsive gambling services associated with the Project and shall make available to Boston its resources and employees as may be reasonably necessary to publicize the services and conduct associated educational programs. Wynn agrees to reasonably support applications made by Boston to the Community Mitigation Fund and/or the Public Health Trust Fund established under the Act to address any unanticipated adverse impacts.

6. Reimbursement of Expenses

Within ten (10) days following the approval by the Commission of this Agreement, Wynn shall make a payment to Boston in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for Boston's legal, engineering and other professional services for the cost of determining the impact of the proposed Project on Boston and, in particular, on Charlestown, and for the negotiation and execution of this Agreement.

7. Transportation Mitigation

7.1.A The Parties acknowledge that Wynn has received that certain "Certificate of the Secretary of Energy and Environmental Affairs on the Second Supplemental Final Environmental Impact Report" dated August 28, 2015 (the "Secretary's Certificate"). The Secretary's Certificate states, in pertinent part, that Wynn's Second Supplemental Final Environmental Impact Report ("SSFEIR") "**adequately and properly complies** with the Massachusetts Environmental Policy Act (G.L.c. 30, ss. 61-62I) and with its implementing regulations (301 CMR 11.00)." As determined in accordance with the MEPA process and pursuant to the terms of the SSFEIR, Wynn agreed to complete the following improvements within the City as set forth on Exhibit B (the "Mitigation Improvements"). Subject to Wynn's ability to obtain permits in a timely manner from the relevant agencies, Wynn has agreed to use good faith efforts to complete all such Mitigation Improvements prior to the Opening Date. Wynn shall be fully responsible for the costs of implementing the Mitigation Improvements, which are currently estimated to cost Eleven Million Dollars (\$11,000,000).

7.1.B In recognition of the Parties' desire to achieve certainty with respect to Wynn's transportation mitigation, the Parties agree that the Traffic Reduction Mitigation Payment in Paragraph 2 of Section 4 of the License Conditions will be replaced with (i) the Community Impact Fee and (ii) in addition to the Mitigation Improvements, as set forth in and subject to all conditions of Wynn's Massachusetts Environmental Policy Act ("MEPA") filings as embodied in the Secretary's Certificate, Wynn has agreed to actively address issues of transportation demand through the implementation of a comprehensive program of Transportation Demand Management ("TDM") measures in order to (1) reduce the number of single occupant vehicles (SOV) traveling to and from the Project Site; (2) encourage the use of alternative modes of transportation to reach the Project Site; and (3) better manage the traffic generated by the Project. To gauge the transportation impacts over time, Wynn has committed to undertake a robust transportation monitoring program. The purpose of the program is to (i) evaluate the accuracy of the assumptions used in completing the transportation impact analysis for the Project, (ii) evaluate the adequacy of the transportation mitigation measures, and (iii) determine the effectiveness of the TDM program. Wynn shall engage and pay for an independent organization approved by the Commission to complete the monitoring program. Monitoring shall commence prior to the initial occupancy of the Project and will continue for a period of ten (10) years.

If the results of the transportation monitoring program indicate that there are operational deficiencies at the monitored locations and any of the following conditions apply:

- (1) The measured traffic volumes for the Project exceed 110% of the projected values; or
- (2) The distribution of Project-related traffic from the Project Site entrance to the roadway network varies by more than 10% of the trip assignment assumed for the Project.

Then Wynn shall be responsible for the costs of implementing certain additional mitigation measures which may include, without limitation:

- Retiming of traffic control signals;
- Optimizing traffic signal coordination;
- Enhancing the Transportation Demand Management (TDM) program using additional measures and incentives to encourage further use of alternatives to single occupancy vehicle travel;
- Increasing the amount of bicycle parking;
- Expanding the number of electric vehicle charging stations, car/vanpool parking spaces and parking for car sharing services and alternatively fueled vehicles, if demand equals or exceeds the supply provided;
- Providing additional on-site amenities to encourage public transportation and charter bus services;
- Expanding the local and regional shuttle program for employees and patrons to include service to additional remote parking facilities; and
- Evaluating parking pricing strategies within the Project Site to encourage use of public transportation and/or off-peak visitation.

Any such additional mitigation shall take into account any current or planned progress on the Sullivan Square Infrastructure Plan.

7.2 Pursuant to the terms of the Secretary's Certificate, Wynn has also agreed to an annual operating subsidy for additional train service on the Orange Line in the amount of Three Hundred Eighty Thousand Nine Hundred Dollars (\$380,900) (approximately Seven Million Four Hundred Thousand Dollars (\$7,400,000)), including escalation over the term of the License), which will benefit the City's residents who utilize the Orange Line.

7.3 In addition to the Mitigation Improvements, due to the longstanding congestion issues in the Sullivan Square/Rutherford Avenue area, the Parties recognize that a longer-term, regional solution is needed at this location. The Massachusetts Department of Transportation has formed a Regional Working Group to address all transportation issues associated with the impact of the Project and other planned development on the future conditions in this area and Wynn has committed to provide Two Hundred and Fifty Thousand Dollars (\$250,000) in funding to support this Regional Working Group. The Parties hereby agree to continue good faith participation in this Regional Working Group and to work in good faith to obtain full financing for the implementation of the Sullivan Square Infrastructure Project, as defined below. In addition to the Mitigation Improvements, Wynn shall be responsible for a payment equal to Twenty Five Million Dollars (\$25,000,000), provided that the Sullivan Square Infrastructure Project (as defined below) is designed, constructed, and permitted to accommodate the traffic impacts of the Project. Wynn shall make the payment to the SSIP Fund (as defined below) in equal annual installments of Two Million Five Hundred Thousand Dollars (\$2,500,000) beginning on the first anniversary of the Opening Date for a term of ten (10) years, or such other installments as may be agreed upon by the Parties.

7.4 For purposes of this Agreement, the "Sullivan Square Infrastructure Project" shall mean the design, construction and maintenance of all of the improvements to Sullivan Square and adjacent roads leading into and/or connected to Sullivan Square included in any plan that is approved and permitted by Boston and the Massachusetts Department of Transportation, to the extent applicable, as part of the long-term solution to alleviate traffic congestion in Sullivan Square and the roads leading into and/or connected to Sullivan Square. The Sullivan Square Infrastructure Project includes, but is not limited to, improvements to the Sullivan Square rotary; all other roadways within 500 feet of the Sullivan Square rotary (including without limitation, Main Street, Rutherford Avenue, Cambridge Street, Alford Street, Mishawum Street, Maffa Way, D Street, and Spice Street), and any Rutherford Avenue underpass beneath the Sullivan Square rotary as well as any improvements approved and permitted by Boston to Rutherford Avenue between Sullivan Square and City Square. The Sullivan Square Infrastructure Project may be designed and constructed in its entirety or in phases.

7.5 For purposes of this Agreement, the "SSIP Fund" shall mean an interest bearing escrow fund held by an escrow agent approved by the Parties in a bank located in the Commonwealth of Massachusetts. The SSIP Fund shall be exclusively available to reimburse the City for the costs incurred in the design, construction and maintenance of the Sullivan Square Infrastructure Project. Prior to the Opening Date, the Parties will negotiate in good faith an escrow agreement pertaining to the SSIP Fund. Notwithstanding anything herein to the contrary, if the City of Boston does not commence the Sullivan Square Infrastructure Project within ten (10) years of the Opening Date, the escrow agent shall return any unused funds plus any interest accrued to Wynn. To "Commence the Sullivan Square Infrastructure Project" is defined as to begin construction of/demolition for the Sullivan Square Infrastructure Project, or any significant portion thereof, pursuant to a plan approved and permitted by the City and other relevant agencies. The SSIP Fund may also be used to make interest payment on any bonds issued with respect to the Sullivan Square Infrastructure Project.

8. Obligations of the Parties

In consideration of the obligations hereunder:

8.1 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to obtain any and all permits, certifications, legislation or regulatory approvals from any governmental entities and officials.

8.2 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Public Improvement Commission of the Mitigation Improvements, and to facilitate the implementation of such improvements.

8.3 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Boston Conservation Commission for the removal of sediment and barge removal on the Boston side of the inlet adjacent to the Project Site.

8.4 In recognition that Wynn may require an amendment to Boston's zoning ordinances and/or other land use regulations in connection with land adjacent to or near the Project Site, Boston agrees to work with and assist Wynn and its contractors and agents in good faith to prepare and submit requests for such amendments. Wynn acknowledges that such amendment(s) may include an administrative site plan review process and adoption of reasonable design guidelines. Boston will (i) diligently pursue the development, adoption, and implementation of any amendments or modifications required to Boston's zoning ordinances and other use ordinances, rules, and regulations required to develop any land adjacent to or near the Project Site, (ii) keep Wynn informed throughout the amendment and approval process, and (iii) give good faith consideration to Wynn's reasonable comments and suggestions to ensure that such amendments are consistent with the Project.

8.5 Boston, in coordination with Wynn and the City of Everett, shall exercise best efforts to petition the Massachusetts Gaming Commission for monies made available under the Act, including, but not limited to, those monies in the Community Mitigation Fund and the Transportation Infrastructure Fund. For the avoidance of doubt, any monies successfully obtained pursuant to this Section 8.5 shall not alter Wynn's obligations to the City under this Agreement.

8.6 Following the execution of this Agreement, the Parties, in coordination with the applicable landowners and/or other municipal agencies and in accordance with applicable laws, shall take all actions necessary to re-purpose the waterfront real property adjacent to and within the vicinity of the Project Site in order to return such waterfront real property to public access prior to the Opening Date, including providing access to the waterfront in Charlestown, reducing truck traffic in the area, and providing facilities of public accommodation (such as walking and bicycle paths). Within ten (10) days following the approval by the Commission of this Agreement, Wynn shall make a payment to Boston in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the purpose of covering Boston's legal, engineering and other professional services to be incurred by Boston in the implementation of its obligations set forth in this Section 8.6.

8.7 Wynn shall, on a periodic basis, upon the reasonable request of Boston, attend meetings organized by Boston, at which it will address questions regarding the Project.

8.8 Wynn will engage in community outreach to the Charlestown neighborhood and consult with the neighborhood regarding the progress of the Project including any transportation mitigation or changes in transportation mitigation plans.

9. Resolution of Disputes

The Parties have agreed to resolve all disputes between them, asserted or unasserted, as set forth in the Settlement Agreement and Release attached hereto as Exhibit C, to be executed by the Parties (and other signatories set forth therein) upon the approval of this Agreement by the Commission. For avoidance of doubt, this Agreement is effective and binding upon the Parties only upon the execution of Exhibit C by all signatories.

10. Additional Terms and Conditions

10.1. Term. This Agreement shall remain in effect for such time as Wynn maintains, operates and controls the Project pursuant to the License.

10.2. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

10.3. Definitions. All definitions contained in the Act and regulations promulgated thereto are incorporated herein by reference as if fully set forth herein and shall be applicable hereto where relevant.

10.4. Non-Transferrable - Non-Assignable. Neither Wynn nor Boston may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other Party. In the event of a sale, transfer, assignment and/or conveyance of an unconditional, non-appealable license by Wynn to an unrelated entity, the Parties agree that this Agreement shall be treated consistently with all other surrounding community agreements as prescribed and required by the Commission in granting such transfer or assignment.

10.5. Captions and Headings. The captions and headings in this Agreement are inserted for convenience of reference only and in no way shall affect, modify, define, limit or be used in construing the scope or intent of this Agreement or any of the provisions hereof. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neutral gender shall be construed to include the masculine and feminine forms of such words.

10.6. Severability. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

10.7. Amendments-Modifications. No amendment or modification of this Agreement shall be deemed valid unless mutually agreed upon and duly authorized by the Parties and effectuated by a written amendment signed by the Parties.

10.8. Amendments-Modifications to the Act and Gaming Regulations. The Parties acknowledge that from time to time following commencement of this Agreement, additional regulations may be promulgated, and/or statutes and regulations may be amended. The Parties agree to be bound by said amended and/or modified regulations and statutes, and further agree to renegotiate in good faith any terms and conditions contained herein which may be substantially and materially modified by any said amended and/or modified regulations and statutes.

10.9. Compliance with Massachusetts and Federal Laws. In the performance of this Agreement, Wynn agrees to comply with and shall use reasonable efforts to cause all agents, contractors, subcontractors and suppliers to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

10.10 Organizational Status in State of Organization and in the Commonwealth of Massachusetts. Wynn acknowledges that it shall notify Boston promptly in writing in the event of any change in its organizational status and/or standing under the laws and regulations of its State of Incorporation and under the laws and regulations of the Commonwealth of Massachusetts. Wynn agrees to remain in good standing and maintain adherence to all laws, regulations and requirements applicable to licenses and permits issued to Wynn pursuant to the Act.

10.11. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or courier service; by a nationally-recognized delivery service, by mailing, postage prepaid via certified mail, to the following addresses, or to other addresses as may be furnished by the Parties from time to time in writing hereafter:
In the case of notice to Boston:

To: Mayor
City of Boston
1 City Hall Square, Suite 500
Boston, MA 02201-2013

with copies to:

City of Boston
Office of Gaming Accountability
1 City Hall Square
Boston, MA 02201-2013

In the case of notice to Wynn:

To: Wynn MA, LLC
c/o Wynn Resorts, Limited
3131 Las Vegas Blvd. South
Las Vegas, NV 89109
Attn: Kim Sinatra, EVP and General Counsel

and in the case of either Party, to such other address as shall be designated by written notice given to the other Party in accordance with this section. Any such notice shall be deemed given when so delivered by hand, by courier delivery on date of service, or if mailed, when delivery receipt is signed by the party designated herein as accepting notice. Service to Boston shall not be deemed effective unless accomplished during normal business hours and days of operation of Boston. Each Party shall ensure that the other Party is notified in writing immediately of any changes in the contact and address information above.

10.12. Failure and Waiver. Failure of either Party to require strict performance of the terms and conditions herein shall not be deemed a waiver of any rights and remedies available to such Party, and shall not be deemed a waiver of subsequent default or nonperformance of said terms or conditions in the future. No actual waiver by a Party of performance of any terms, conditions or obligations under this Agreement shall be effective unless agreed upon and in writing signed by such Party. No waiver of either Party to require strict performance of any terms and conditions shall constitute a waiver of such Party's right to demand strict compliance with the terms and conditions of this Agreement.

10.13. Notice of Default and Rights in the Event of Default. Each Party shall have thirty (30) days from receipt of written notice of failure, violation or default to cure said failure, violation or default. If such failure, violation or default cannot in good faith be cured within such thirty (30) day period, the defaulting Party shall notify the other Party immediately in writing and diligently pursue curing said default to completion. Except as expressly provided herein, the rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party.

10.14. Governing Law and Forum in Event of Dispute. This Agreement shall be subject to, governed under, and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts, including any amendments thereto which may occur from time to time following execution of this Agreement, and said laws and regulations shall govern the validity, enforcement of terms, conditions, rights and obligations, and performance of this Agreement. The Parties further agree that any legal proceedings whether in law or equity arising hereunder shall be instituted in the Commonwealth of Massachusetts Middlesex County Superior Court in Woburn, Massachusetts. The prevailing Party in any action after the exhaustion of all appeals shall recover its litigation costs (including attorneys' fees and expert witness fees). Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, the Parties will first engage in good faith negotiations in an effort to find a solution that services their respective and mutual interests.

10.15. Studies and Triggering Events. Section 71 of the Act requires the Commission to establish an annual research agenda to assist in understanding the social and economic effects of casino gambling in Massachusetts and to minimize the harmful impacts. Section 71 identifies three essential elements of this research agenda: (1) understanding the social and economic effects of expanded gambling, (2) implementing a baseline study of problem gambling and the existing prevention and treatment programs that address its harmful consequences, and (3) obtaining scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of gambling. In furtherance thereof, the Commission has commissioned a \$3.6 million baseline study to be conducted by the University of Massachusetts Amherst School of Public Health and Health Science on the social and economic impacts of casino gambling in Massachusetts. Additional studies will be undertaken once the gaming establishments are open for the specific purpose of determining impacts. In addition, consistent with the regulations promulgated by the Commission and, in particular, 205 CMR 127.00 Reopening Mitigation Agreements, Wynn and Boston shall negotiate in good faith to determine whether an amendment to this Agreement is necessary if a "triggering event" (as defined in 205 CMR 127.02) occurs.

10.16. Escalation of Payments. Beginning with the second annual payment, the Community Impact Fee shall be adjusted to reflect any increase in the cost of living based upon the CPI (as defined below), calculated as the average annual increase over the immediately prior twelve (12) month period. "CPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items, 1982-84=100. In the event that the United States Department of Labor shall cease to promulgate the CPI, the Community Impact Fee shall be increased annually by one percent (1%) beginning with the later of the second annual payment or the year in which the United States Department of Labor ceases to promulgate the CPI.

11. Approval by the Commission

Promptly following the execution of this Agreement, including execution of Exhibit C, the Parties shall submit this Agreement to the Commission for its approval. If approved by the Commission, the terms of this Agreement will replace all portions of Sections 3 and 4 of the License Conditions related to the City of Boston. The Parties acknowledge and agree that this Agreement is conditioned upon and subject to the approval of the Commission. In the event that the Commission does not approve this Agreement or approves it subject to any modifications, unless otherwise agreed upon by the Parties in writing, this Agreement shall terminate without further action by the Parties, and Sections 3 and 4 of the License Conditions related to the City of Boston will remain in force.

[signature page to follow]

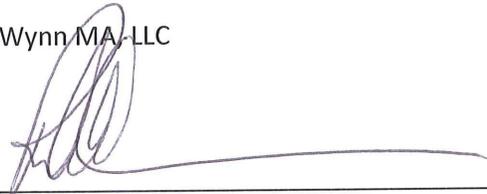
IN WITNESS WHEREOF, the Parties, by and through the signatories below, acknowledge they are duly authorized and have the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement, and hereto have hereunto set their hands and seals on this 27th day of January, 2016.

City of Boston:

Wynn MA, LLC



Mayor Martin Walsh



Robert DeSalvio, President