

HOST COMMUNITY AGREEMENT

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

This Agreement (“Agreement”) is made and entered into as of April 19, 2013 (the “Effective Date”), by and between the City of Everett, Massachusetts (“City” or “Everett”), a municipality in the Commonwealth of Massachusetts, and Wynn MA, LLC (“Wynn”), a subsidiary of Wynn Resorts, Limited (“Wynn Resorts”), whose address is 3145 Las Vegas Boulevard South, Las Vegas, Nevada 89109 (collectively referred to as the “Parties”).

RECITALS

The following are the recitals underlying this Agreement:

Wynn, directly or through an affiliate, has or will acquire land and options to acquire land in the City in and around the area depicted in Exhibit A (the “Project Site”).

Wynn plans to apply to the Massachusetts Gaming Commission (the “Commission”) for a category 1 gaming license and to develop a luxury hotel and destination resort casino on the Project Site (the “Project”).

The City believes that the Project will bring economic development to the City, creating new jobs for residents and new sources of income for the City, and accordingly, the City desires to support Wynn in the development of the Project.

Wynn desires to mitigate known impacts from the development and operation of a gaming establishment through the means described herein in accordance with Massachusetts General Laws 23K (Chapter 194 of the Acts and Resolves of 2011) (the “Massachusetts Gaming Act” or “Act”).

Wynn and the City desire to enter into this Agreement to set forth the conditions to have a gaming establishment located within the City, in satisfaction of Section 15(8) of the Act.

Accordingly, the Parties for good and valuable consideration, the receipt of which is hereby acknowledged, enter into this Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Impact Payments to Everett

The Parties agree that, except as otherwise specifically provided herein, the Impact Payments to be made pursuant to Section 1 are made in lieu of all taxes and other assessments otherwise due from Wynn (or any affiliate of Wynn owning the Project Site or operating the Project) to the City and/or City departments, boards or commissions, including, but not limited to, its school district, and police and fire departments. In conjunction with the measures set forth herein, the Impact Payments constitute Wynn's mitigation efforts and are in full and complete satisfaction of all local government impacts whether or not identified in this Agreement. Nothing herein shall prevent the City from imposing lawful taxes and assessments on third party tenants and vendors of the Project, consistent with lawful taxes, fees and assessments of general applicability to all tenants and vendors in Everett.

The Parties agree to the following:

A. Pre-Opening

1. Project Planning Payments

Subject to the budget and approval process set forth below, Wynn agrees to pay the City's reasonable and direct costs (including but not limited to planning and peer review costs and reasonable legal fees) of determining the impacts of the Project and negotiating this Agreement and related agreements, as well as other reasonable and direct costs incurred by the City in connection therewith (including but not limited to costs incurred in connection with holding a ballot election, communicating with/appearing before the Commission in connection with Wynn's license application, preparing and presenting amendments to the City's Ordinances and other necessary legislative enactments, and participating in other permitting activities and proceedings relative to the Project). The City shall prepare and submit to Wynn a budget(s) for all costs for which the City will seek payment or reimbursement hereunder, which budget(s) shall be subject to Wynn's review and approval and which approval shall not be unreasonably withheld or delayed. Any costs not included in the approved budget(s) shall require the separate prior approval of Wynn. The City shall also provide Wynn with advance copies of any proposal, contract and scope of work for such consultants. The parties agree that such funding will be made through Wynn's initial license application fee to the Commission and, subject to the foregoing budget and approval process, such further payments as may be necessary to cover the City's costs, and that the parties will cooperate in seeking approval and payment of such costs through the Commission. The City shall provide reasonable substantiation and documentation for any and all costs paid for or reimbursed by Wynn pursuant hereto but shall not be required to divulge privileged billing entries by its legal counsel.

2. Community Enhancement Fee

After the Commission's awarding of an unconditional category 1 license to Wynn and Wynn commencing construction of the Project, Wynn shall pay to the City Thirty Million Dollars (\$30,000,000) (the "Community Enhancement Fee"). The Community Enhancement Fee shall be paid to the City in three installments as follows: (a) Five Million Dollars (\$5,000,000) within thirty (30) days after Wynn commences construction of the Project; (b) Twelve Million Five Hundred Thousand Dollars (\$12,500,000) on or before the first anniversary of the initial payment; and (c) Twelve Million Five Hundred Thousand Dollars (\$12,500,000) on or before the second anniversary of the initial payment. These funds are to be used for capital improvement projects to be identified by the City. For the purposes hereof, Wynn shall be deemed to have commenced construction upon the earlier of (i) thirty (30) days after the issuance of a building permit to Wynn, or (ii) the actual commencing of construction activities other than site preparation or environmental remediation activities.

B. Opening

To achieve certainty for both parties, the City and Wynn agree that, as an alternative to any and all real and personal property taxes for the Project (but excluding motor vehicle excise taxes, which shall be paid as provided in Section 1B(4), below), Wynn will annually make two defined payments: (1) a Community Impact Fee; and (2) a payment in lieu of taxes ("PILOT").

The PILOT will be achieved through the use of a G.L. c. 121A urban redevelopment corporation and agreement, which may carry additional benefits for both parties, but the details and requirements of which need to be reviewed and agreed upon by the parties and the state Department of Housing and Community Development ("DHCD"). The parties hereby agree to work cooperatively to negotiate such an agreement under G.L. c. 121A and to seek all necessary approvals thereof, including the approval of DHCD.

If the efforts of the parties to negotiate and obtain all necessary approvals of the G.L. c.121A agreement are unsuccessful, the parties agree to work cooperatively to prepare and seek all necessary approvals of special legislation to authorize such PILOT.

If such special legislation is not passed by the General Court and signed into law by the Governor, the parties agree that the City will be required to assess real and personal property taxes in accordance with Massachusetts law and generally accepted assessment standards. If, in any given year, the real and personal property taxes so assessed are less than the PILOT would be under Section 1.B.2 hereof, the Annual Community Impact Fee (as hereinafter defined) will be increased by an amount equal to such difference. If, on the other hand, the real and personal property taxes so assessed are more than the PILOT would be under Section 1.B.2

hereof, the Annual Community Impact Fee will be decreased by an amount equal to such difference (the “Excess Taxes”), provided however that if such decrease would exceed the amount of the Community Impact Fee, the City shall not be required to make any repayment to Wynn.

1. Annual Community Impact Fee Payment to Everett

Beginning thirty (30) days after Wynn’s commencement of operation of a destination resort casino at the Project Site, Wynn shall pay an annual community impact fee to Everett in the sum of Five Million Dollars (\$5,000,000) (the “Annual Community Impact Fee” or “Impact Fee”). The Annual Community Impact Fee 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 and shall increase by two and one-half percent (2.5%) per annum. Such payments shall be paid to the City in equal quarterly amounts pro-rated for the first calendar year of operation in recognition that the City has a July 1 to June 30 fiscal year. For the purposes of this Agreement, Wynn shall be deemed to have commenced operations upon the date that the hotel or casino portion of the Project is open for business to the general public. The Impact Fee is based on the Project substantially as proposed, containing approximately one million three hundred and twenty thousand (1.32 million) square feet of building area (not including parking areas). The parties recognize that the Project may change and the proposed Impact Fee with annual increases will apply notwithstanding such changes, including any increase to the Project Site and building area. However, if total square footage of the Project building area (not including parking areas) exceeds one million seven hundred and fifty thousand (1.75 million) square feet (the “Area Cap”), then the parties shall renegotiate the Impact Fee in good faith based on the actual impacts resulting from such additional square footage. The Area Cap shall apply to new construction on the Project Site after Wynn has commenced operations; provided, however, if, after Wynn commences operations, Wynn undertakes any substantial new construction (“New Construction”) on property which is not a part of the Project Site as of date Wynn commences operations (“New Property”), then the parties shall renegotiate the Impact Fee or negotiate a separate impact fee in good faith based on the actual impacts resulting from such substantial New Construction on such New Property.

2. Annual PILOT Payment to Everett

Beginning thirty (30) days after Wynn’s commencement of operation of a destination resort casino at the Project Site, Wynn shall make an annual payment in lieu of taxes to Everett in the sum of Twenty Million Dollars (\$20,000,000) (the “Annual PILOT Payment”). The Annual PILOT 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 and shall increase by two and one-half percent (2.5%) per annum. Such payments shall be paid to the City in equal quarterly amounts pro-rated for the first calendar year of operation in recognition

that the City has a July 1 to June 30 fiscal year. The PILOT is based on the Project substantially as proposed, containing approximately one million three hundred and twenty thousand (1.32 million) square feet of building area (not including parking areas). The parties recognize that the Project may change and the proposed PILOT with annual increases will apply notwithstanding such changes, including any increase to the Project Site and building area. However, if total square footage of the Project building area (not including parking areas) exceeds the Area Cap, then the parties shall renegotiate the PILOT in good faith based upon the full amount of additional space above the currently proposed one million three hundred and twenty thousand (1.32 million) square feet. The Area Cap shall apply to new construction on the Project Site after Wynn has commenced operations; provided, however, if, after Wynn commences operations, Wynn undertakes any substantial new construction ("New Construction") on property which is not a part of the Project Site as of date Wynn commences operations ("New Property"), then the parties shall renegotiate the PILOT or negotiate a separate real estate tax arrangement in good faith based on the such substantial New Construction on such New Property.

3. Meals and Hotel Tax Revenues. Wynn agrees to cooperate with the City in connection with the adoption of reasonable local meals and hotel/room occupancy taxes (estimated proposed rates are .75% and 6%, respectively). If the City has adopted or adopts such reasonable local meals or hotel/room occupancy tax(es), Wynn agrees to assess and collect such taxes from its customers and remit payment to the City in accordance with applicable law.

4. Motor Vehicle Excise Taxes. Wynn shall principally garage and pay excise taxes to the City consistent with applicable law on all vehicles owned by it and used in connection with the Project.

5. Permit Fees. Wynn agrees to pay the City's actual, reasonable costs incurred in connection with review and inspection of permit and license applications, construction and utility plans. Wynn recognizes that the City does not employ sufficient staff to conduct such reviews and will have to retain outside consultants and/or temporary specialized staff for this purpose, and that permanent staff will be required to expend time and resources in retaining, supervising and administering such consultants and temporary staff. Rather than being subject to the City's regular permit and license fee schedules, Wynn agrees to pay the reasonable costs actually incurred by the City in retaining such outside consultants and temporary special employees. The City shall prepare and submit to Wynn a budget(s) for all costs for which the City will seek payment or reimbursement hereunder, which budget(s) shall be subject to Wynn's review and approval and which approval shall not be unreasonably withheld or delayed. Any costs not included in the approved budget(s) shall require the separate prior approval of Wynn. The City shall also provide Wynn with advance copies of any proposal, contract and scope of work for such consultants or staff. With regard to employed staff, Wynn shall be responsible for direct employment costs during the term of

employment only. The City will provide Wynn with documentation of the costs for which it seeks reimbursement.

Wynn agrees, after construction and initial occupancy and opening of the Project, to pay to the City all permitting, inspection and other municipal fees in connection with the maintenance, repair, expansion and operation of the Project, including but not limited to building permit fees, provided all such fees are (i) valid and duly adopted in accordance with applicable law, and (ii) applied consistently and equitably to all commercial businesses in Everett, and (iii) if any such fees are not on a published schedule, such fees shall also constitute a reasonable approximation of the City's actual total costs of providing such service.

Section 2. Workforce Development: Hiring Preference for Everett Residents

A. Construction Jobs

Wynn will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified Everett residents for contracting, subcontracting and servicing opportunities in the development and construction of Wynn's Project in Everett. Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the Project, Wynn shall advertise and hold at least two events for Everett Residents at venues to be approved by the City, 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 construction of the Project.

Wynn intends for the Project to be constructed using union labor. Wynn's construction manager will develop a roster where local residents, who are members of the various construction unions working on the Project, can express their interest in working on the Project. The construction manager will then review and consider the individuals on the roster prior to filling any openings and encourage the project contractors to hire such individuals if they are qualified. To the extent permitted by law, Wynn will instruct subcontractors and vendors to utilize union labor from local chapters located in Everett.

During construction, Wynn agrees to provide quarterly reports to the City regarding its compliance with this provision. At a minimum, such reports shall include: (1) all efforts made to publicize job or subcontracting opportunities to Everett citizens/businesses; (2) the total number of individuals hired and business retained in connection with construction of the Project; and (3) the number of Everett residents hired and Everett business retained in connection with construction of the Project. The information provided in the report shall be supported by reasonable documentation which shall be submitted with, and be considered part of, said report. The City may identify such reasonable additional information to be provided by Wynn in the report required by this section.

B. Permanent Jobs

Prior to beginning the process of hiring employees (other than internally transferred Wynn Resorts employees) for the Project, Wynn shall advertise and hold at least two events for Everett Residents at venues to be approved by the City, 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.

In seeking to fill vacancies at the Project, Wynn will give reasonable preference to properly qualified residents of the City, to the extent that such a practice and its implementation is consistent with Federal, State or Municipal law or regulation. Further, Wynn shall make every effort to afford Everett residents the opportunity to be trained for such trade/craft positions through all training opportunities offered by Wynn or its affiliates. Wynn agrees to allow the City to monitor and enforce this Agreement.

Wynn shall provide to the City an annual report beginning in the month of January immediately following commencement of operations of a resort casino upon the Project Site and for each successive year thereafter. Said annual report shall include full and part-time employment levels by Wynn and Project tenants at the beginning and end of the reporting period and the number of Everett residents hired by Wynn and Project tenants. The information provided in the report shall be supported by reasonable documentation, which shall be submitted with and be considered part of, said report. The City may reasonably identify additional information to be provided by Wynn in the annual report required by this section.

C. Local Vendors

Wynn shall make a good faith effort to utilize local contractors and suppliers for the construction and future operations of the Project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Everett vendors through local advertisements, coordination with the Everett Chamber of Commerce and such other reasonable measures as the City may from time to time request.

Wynn also agrees to make reasonable efforts to utilize women-owned and minority-owned vendors within the City.

In addition, Wynn agrees that it will include as part of its rewards/frequent guest/loyalty or similar programs vouchers/gift certificates to Everett businesses outside of the Project Site. Wynn commits to purchase and issue at least \$50,000 in such vouchers/gift certificates annually.

Section 3. Total Investment/Project Development

Wynn shall invest not less than \$1 billion in the development of the Project. Wynn commits that the Project will be developed in a single phase of construction and be consistent in style and quality exhibited in Wynn Resorts' existing properties.

Upon ballot approval of this Agreement by the City, Wynn shall use all reasonable efforts to promptly apply for, pursue and obtain a category 1 license from the Commission. Wynn shall use all commercially reasonable efforts to complete construction of the Project within three (3) years after the Commission's issuance of a category 1 license for the Project.

Section 4. Project Demand on City Services

Wynn recognizes that the Project may require upgrades to certain components of the City's utility infrastructure and, accordingly, agrees as follows:

A. Electricity

Wynn shall pay for electric power supply and the actual cost to upgrade existing electric facilities to provide electric power service to the Project.

B. Natural Gas

Wynn shall pay the actual costs to upgrade existing gas transmission facilities to provide service to the Project.

C. Water and Sewer

Wynn shall pay all water connection fees and monthly water service charges, and assume all costs to the City required to construct water infrastructure improvements required to reliably expand the water system to provide water service to the Project.

Wynn shall pay all costs associated with the design and construction of the necessary water and sewer extensions and connections from the Project to the City's water and sewer systems and for all maintenance and repairs required for the upkeep of that connection, including all connection fees.

Wynn shall provide the City with all specifications and plans for said water and sewer connections for approval by the City's water and sewer department prior to the commencement of any construction. Upon completion of construction, Wynn shall provide the City water and sewer department with as-built plans of the water and sewer connections.

Wynn shall provide and install a meter(s) of the type(s) and specification, and in such location(s), as shall be agreed upon with the City's water and sewer department.

Wynn shall be responsible for obtaining all necessary permits and approvals required by federal, state and local law, rules, and regulations for the excavation and construction in association with the water and sewer system connections to the Project, and shall maintain same in full force and affect as required for the construction of the connections.

Wynn shall be responsible for the maintenance and repair of the water and sewer system connections from the buildings located within the Project to the point of the actual connection to City's water and sewer system, including any maintenance reasonably required by the City. The City reserves the right to perform any maintenance if Wynn fails to perform such maintenance in a timely manner, as well as the right to enter and perform emergency repairs if necessary upon reasonable notice to Wynn under the circumstances. Wynn shall be responsible for the costs of all such maintenance and emergency repairs.

Wynn agrees to reimburse the City for any assessments, fees, or charges imposed upon the City by the Massachusetts Water Resources Authority ("MWRA") for new and/or enhanced water connections required for the Project, provided that any Infiltration and Inflow ("I&I") fee or charge payable by Wynn specifically related to the Project shall, to the extent permitted by law and MWRA regulations and/or requirements, be applied or credited to any such assessments, fees, or charges for which reimbursement is due to the City and thereafter as a matter of priority to other I&I projects specifically related to service or improvements for the Project, including any connections or upgrades required to be paid for by Wynn as provided herein. The City will provide Wynn with documentation of the costs for which it seeks reimbursement.

Section 5. Site Remediation and Public Waterfront Access

As the location of the former Monsanto Chemical Company, the Project Site is burdened by significant environmental contamination, leaving a large waterfront parcel critical to the City's development plans blighted and vacant.

A. Environmental Remediation

As part of Wynn's development of the Project, Wynn shall diligently pursue the remediation of the existing environmental contamination adversely affecting the Project Site in accordance with the Massachusetts Contingency Plan (310 CMR 40.000, et. seq).

B. Public Access to the Waterfront

Wynn shall make public access to the Project's waterfront part of its development. Wynn agrees to work cooperatively with the City in connection with the development, adoption and implementation of a municipal harbor plan that is consistent with the Project, the City's Lower Broadway Master Plan, and the City's specific vision for its waterfront area. Consistent with such municipal harbor plan and Massachusetts General Law Chapter 91, the Public Waterfront Act and Waterways Regulations, Wynn shall incorporate in its design certain features that promote and protect the Project's waterfront for public access, use and enjoyment. Wynn acknowledges that this aspect of the development may be included within the administrative site plan review referenced in Section 3.

Wynn agrees to use reasonable efforts to include features in the Project designed to be used and enjoyed by the residents of the City, including waterfront access and outdoor gathering spaces.

C. Local Cultural Impacts

Wynn agrees to work cooperatively with the City to include features or programs in the Project for the benefit of the arts and local artists, which may include periodically hosting or providing space for community related shows, exhibits, concerts, and other local cultural and arts programs.

Section 6. Transportation Improvements

Wynn agrees to be responsible for all of the Project's known transportation infrastructure impacts, including road construction necessitated by the Project. To that end, Wynn has retained Vanasse & Associates, Inc. of Andover, Massachusetts (VAI) to study the impacts that will be caused by the construction and operation of the Project, with a particular emphasis on potential effects on traffic patterns. Wynn has provided that study to the City and, to the extent required, will pay for VAI to hold public meetings at which VAI will explain its findings to Everett residents.

Based on the findings of VAI's initial assessment of the Project as they relate to access to the Project site and off-site transportation infrastructure needs, the following transportation-related improvements have been identified within the City and will (unless otherwise agreed upon by the parties based upon, for example, revised assessments and/or recommendations by their respective traffic experts or requirements of state transportation officials) be designed and constructed by Wynn subject to design approval by the City and receipt of all necessary rights, permits and approvals as may be necessary to the complete the identified improvement measures:

A. Project Access

1. Access to the Project site will be provided by way of a new driveway that will intersect Broadway proximate to Horizon Way. The driveway will be designed and constructed as a signature entrance to the Project site consisting of a four (4) lane boulevard (two (2) lanes entering and two (2) lanes exiting) with a marque sign, period lighting, sidewalks and bicycle accommodations.
2. Broadway will be widened approaching the primary Project site driveway to accommodate separate left and right-turn lanes to enter the Project, bicycle lanes and sidewalks, while maintaining two (2) through travel lanes per direction.
3. The primary Project site driveway will be placed under traffic signal control and will be interconnected and coordinated with the adjacent traffic signals along the Broadway Street corridor. The traffic signal system will include accommodations for pedestrians and bicyclists.
4. A below grade connection beneath the MBTA Commuter Rail tracks will be developed and will include pedestrian and bicycle connections to the Project site, allowing for an extension of access to the linear park system along the Mystic River and as may be expanded as a riverwalk along the Project waterfront.

B. Off-Site Improvements

Broadway

Subject to the availability of right-of-way, Wynn will reconstruct Broadway between Route 16 and the primary Project driveway in the context of a “Complete Streets” design to provide a four (4) lane roadway (two (2) travel lanes per direction) with additional turning lanes provided at major intersections, sidewalks along both sides, bicycle lanes and street trees where space permits. Existing traffic signals along the corridor will be reconstructed to include ornamental (period) poles, mast arms, lighting and appurtenances, and will include pedestrian and bicycle accommodations.

Route 16 at Santilli Highway and Mystic View Road (a.k.a. Santilli Circle)

As an interim improvement, Wynn will upgrade signs and pavement markings at and within the intersection to improve motorist guidance and safety, and to meet current design standards. In addition, the existing coordinated traffic signal system that comprises the Circle will be upgraded and retimed to accommodate existing and projected future traffic volumes and patterns. Additional geometric enhancements will be provided to improve traffic flow and reduce vehicle queuing, and would include: installation of a traffic control signal at the intersection of Santilli Circle with Mystic View Road and widening of Santilli Highway and Route 99 to provide two (2) approach lands to the Circle.

In addition, in order to accommodate both access to the Project site and to address both current and projected future operational deficiencies at the intersection, Wynn will advance the replacement of the intersection with a grade separated, single-point, urban diamond interchange pursuant to the concept plan (or similar) developed in conjunction with the City of Everett's study of Santilli Circle.

Route 16 at Broadway and Main Street

As an interim improvement, Wynn will upgrade signs and pavement marking at and within the intersection to improve motorist guidance and safety, and to meet current design standards. Additional geometric enhancements may be provided to allow for the addition of travel lanes on the approaches to the intersection in order to reduce vehicle queuing and motorist delays. Specifically, Wynn will: widen the Main Street and Broadway approaches to accommodate two (2) travel lanes approaching the Circle; widen and restripe the Route 16 connector to provide two (2) approach lanes; and reconfigure the circulating area within the Circle to function as a two (2) lane modern roundabout.

Lower Broadway Truck Route

In an effort to reduce truck traffic along the segment of Broadway between Beacham Street and the Boston City Line, Wynn will improve Robin Street and Dexter Street, as well impacted portions of Beacham Street, to facilitate truck access to the commercial/industrial areas to the east of Broadway. These improvements would include rehabilitation of the pavement structure and surface, and improving corner radii to facilitate truck turning movements.

C. Public Transportation Access

The Project site is ideally situated to take advantage of available public transportation resources in the area including subway service on the MBTA Orange Line, MBTA bus service, and water shuttle service to Logan International Airport, Long Wharf, North Station, South Boston, the Boston Convention and Exhibition Center and other existing and planned future service points. To that end, Wynn shall provide the following public transportation enhancements as a part of the Project (unless otherwise agreed upon by the parties based upon, for example, revised assessments and/or recommendations by their respective traffic experts or requirements of state transportation officials):

1. Fixed-route shuttle bus service to and from the Project and the MBTA Orange Line stations at Wellington Station and at Sullivan Square. This service may be expanded to include service to Logan International Airport, North Station, South Station and other major transportation hubs, and will be coordinated with the City and the MBTA.

2. MBTA bus stops either within the Project site or along Broadway at the primary driveway.
3. Water shuttle service to the Project site either through expansion of the MBTA water shuttle program or a private service. A water shuttle terminal will be provided as a part of the Project to include a weather protected waiting area.
4. A touch-and-go dock as a part of the Project for recreational boat access to the Project site and the DCR park system.
5. The City/DCR park and pathway system to the Project site to allow pedestrian and bicycle access to and from Wellington Station on the MBTA Orange Line.
6. In addition, Wynn will explore with the City and the MBTA provision of a stop on the MBTA Commuter Rail system to serve both the City and the Project. Subject to an agreed scope and cost, Wynn agrees to fund (i) studies required by the MBTA and (ii) installation of a flag stop in an agreed location if approved by the MBTA.

Section 7. Community Development

Everett Citizens Foundation

Upon the Commission's awarding of a category 1 license to Wynn and Wynn commencing construction of the Project, Wynn agrees to fund an Everett Citizens Foundation ("Foundation") that will be in charge of supporting and promoting local groups, associations and programs with important City initiatives. The Foundation shall consist of 7 members, 4 of whom shall be appointed by the Mayor; 1 of whom shall be appointed by the City's State Representative; 1 of whom shall be appointed by the City's State Senator; and 1 of whom shall be appointment by the City Council. Wynn shall fund the Foundation with an annual payment of Two Hundred Fifty Thousand Dollars (\$250,000), the first such payment to be made on the date the payments under Section 1B commence and continue on each anniversary thereof for as long as Wynn (or any parent, subsidiary or related entity) owns, controls or operates a commercial gaming facility at the Project Site and shall increase by two and one-half percent (2.5%) per annum.

Section 8. Responsible Gaming in Everett

Wynn recognizes that, while gaming is an enjoyable leisure and entertaining activity for most, there is a small percentage of the population that cannot game responsibly. While gaming is a part of our business, *responsible gaming* is a part of our culture. Therefore, Wynn will implement its existing Responsible Gaming Plan at the Project, the chief goal of which is to make sure that those people who cannot game responsibly get the help they need and to make sure that people who can game responsibly understand the importance of gaming responsibly.

Wynn will accomplish the responsible gaming goals in Everett by: (1) educating its employees and providing information to patrons about the odds of games and how to make responsible gaming decisions; (2) promoting responsible gaming in daily operations; and (3) supporting public awareness of responsible gaming.

Wynn will join and actively participate in the Massachusetts Partnership on Responsible Gambling for the express purpose of assisting the City of Everett, or its designee, to address issues of treatment for compulsive behavior, especially problem gaming in Everett.

Section 9. City Obligations

In consideration of the mitigation measures to be undertaken by Wynn, and in further recognition of the many benefits the Project will bring to the City, Everett shall do the following (with all reasonable costs incurred by the City to be paid by Wynn, subject to the budget and approval process set forth in Section 1A(1) hereof and Wynn's right to receive documentation of such costs):

- A. The City shall support the Project and agrees to actively work with and assist Wynn and its contractors and agents to obtain any and all permits, certifications, legislation or regulatory approvals from governmental entities and officials.
- B. The City shall exercise best efforts to petition the Commission for monies made available under the Act, including, but not limited to, those monies in the Community Mitigation Fund and the Transportation Infrastructure Development Fund.
- C. The City will diligently pursue the development, adoption and implementation of a municipal harbor plan, keep Wynn informed throughout the planning process, and give good faith consideration to Wynn's reasonable comments and suggestions to ensure that the harbor plan is consistent with the Project, and obtain Wynn's prior approval for any proposed improvements on, or mitigation on or affecting, the Project Site or for which Wynn will have financial responsibility.
- D. The parties recognize that the Project will require amendment of the City's Zoning Ordinances and possibly certain other land use regulations and agree to cooperate in the preparation and submission of such amendment(s). Wynn acknowledges that such amendment(s) may include an administrative site plan review process and adoption of reasonable design guidelines. The City will diligently pursue the development, adoption and implementation of any amendments or modifications required to the City's zoning ordinance and other land use ordinances, rules and regulations required to construct and operate the proposed Project on the Project Site, keep Wynn informed throughout the amendment and approval process, and give good faith consideration to Wynn's

reasonable comments and suggestions to ensure that such amendments are consistent with the Project. The City agrees to expedite the preparation, submission and adoption of such amendments so as to achieve final approval and adoption thereof as soon as possible and, in any event, as close in time as possible to the date of the City-wide election to approve or disapprove this Agreement.

E. The Mayor shall request that the governing body of the City formally approve the holding of an election pursuant to Section 15(13) of the Act prior to a positive determination of suitability having been issued by the Gaming Commission. Upon such approval and receiving Wynn's request therefor, the City Council shall schedule a City-wide election so that qualified Everett residents can vote on a ballot question to support or reject this Agreement and, by extension, the Project. The Mayor will request that the City Council schedule such election on June 22, 2013, provided holding the election on such date is not in direct violation of state law or any duly promulgated regulation of the Massachusetts Gaming Commission. If the election is not so permitted to be held on June 22, 2013, it shall be held upon a mutually acceptable date as soon as permitted under applicable state law and regulations.

Section 10. Agreement Not Transferrable or Assignable

Neither Wynn nor the City shall transfer or assign its rights or obligations under this Agreement without prior written authorization of the other party.

Section 11. Wynn Resorts Bound

Wynn Resorts shall be jointly responsible for the responsibilities of Wynn hereunder, provided, however, Wynn Resorts shall be released and have no further responsibility or liability hereunder if Wynn has commenced and continued operations of the Project for a period of two (2) years without a material uncured default hereunder. Wynn Resorts acknowledges the jurisdiction over it of the Massachusetts Superior Court for Middlesex County, as set forth in Section 12 hereof for purposes of this Agreement.

Section 12. Choice of Law/Forum Selection

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions in such state. Any dispute arising under or in connection with this Agreement shall be within the exclusive jurisdiction of the Massachusetts Superior Court for Middlesex County. The prevailing party in any such action shall recover its litigation costs (including counsel fees and expert witness fees).

Notwithstanding the foregoing provisions for forum selection, the parties to this Agreement agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests.

Section 13. Miscellaneous

A. Exercise of Rights and Waiver. The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

B. Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

C. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

D. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 14. Notices

Any notices, consents, demands, requests approvals or other communications issued under this Agreement shall be made in writing and shall be delivered by hand, overnight delivery service or certified mail (return receipt requested), to the other party at the following addresses:

If to the City: City of Everett
 Office of the Mayor
 484 Broadway, Room 31
 Everett, MA 02149

With copy to: City of Everett
 Law Department
 484 Broadway, Room 21

Everett, MA 02149

If to Wynn: Attention: Matt Maddox, CFO & Treasurer
3131 Las Vegas Blvd. South
Las Vegas, NV 89109
Facsimile: 702.770.1221
Email: Matt.Maddox@wynnresorts.com

With a copy to: c/o Wynn Resorts
Attention: Kim Sinatra, Sr. VP & General Counsel
3131 Las Vegas Blvd. South
Las Vegas, NV 89109
Facsimile: 702.770.1102
Email: kim.sinatra@wynnresorts.com


With a copy to: Mintz, Levin, Cohn, Ferris,
Glovsky & Popeo, P.C.
Attn: Dan Gaquin, Esquire
One Financial Center
Boston, MA 02111
Facsimile: 617-542-2241
Email: dogaquin@mintz.com

Section 15. Conditional on City-Wide Vote and Grant of Category 1 License.


Except for Wynn's obligations under Section 1(A)(1) with respect to Project Planning Payments and Section 3 with respect to Wynn's obligations to diligently pursue issuance of a category 1 gaming license, Wynn's and Wynn Resort's obligations under this Agreement are subject to the affirmative vote of the City's residents in a City-wide ballot vote pursuant to Section 15(13) of the Act, and Wynn's receipt of a category 1 gaming license to develop and operate a casino on the Project Site.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

City of Everett, Massachusetts

By: 
Title: Mayor City of Everett

Wynn MA, LLC
By: Wynn Resorts, Limited


By: *MATT MADDOX*
Title: CFO

Wynn Resorts, Limited


By: *MATT MADDOX*
Title: CFO

Exhibit A – Project Site Plan

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SECTION 10, T. 14 N., R. 10 W., S. 42.

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