

SUMMARY OF CONDITIONS
WYNN MA, LLC

	Section 1
Definitions	
	As used in this License, terms shall have the meaning defined in G.L. c. 23K and 205 CMR 101.00 <i>et. seq.</i> , unless the context clearly requires otherwise. In addition, the following terms shall have the following meanings:
Effective Date	The Effective Date of the License shall be three (3) business days after the rejection of the repeal petition in the November 4, 2014 general election.
EOEEA	Executive Office of Energy and Environmental Affairs.
FEIR	The Final Environmental Impact Report dated June 30, 2014, for the Project.
LEED	Leadership in Energy and Environmental Design, which is a rating system for the design, construction, operation, and maintenance of green buildings developed by the U.S. Green Building Council.
License	The Category 1 gaming license issued by the Commission to Wynn for operation of the Gaming Establishment.
MBE	Minority Business Enterprise.
MEPA	Massachusetts Environmental Policy Act, G.L. c. 30, §§ 61 through 62I, and the regulations promulgated by EOEEA pursuant thereto, 301 CMR 11.00 <i>et. seq.</i>
Opening Date	The Date on which the Gaming Establishment commences operations and opens to the general public as approved by the Commission in accordance with G.L. c. 23K and 205 CMR 101 <i>et. seq.</i>
Project	The construction and operation of the Gaming Establishment that is the subject of the License described in Wynn's RFA-2 application and as approved by the Commission as part of the Category 1 gaming license.
Secretary's Certificate	The MEPA Certificate issued by the Secretary of EOEEA on the FEIR and/or on the SFEIR (as applicable) for the Project.
SFEIR	The Supplemental Final Environmental Impact Report for the Project.
Term	The term of the license commences upon the Commission approval of the commencement of operation of the Gaming Establishment and continues for a period of 15 years thereafter.
VBE	Veteran Business Enterprise.
WBE	Women Business Enterprise.
Wynn	Wynn MA, LLC, a Nevada limited liability company with principal address and offices located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

		Section 2
		General Conditions
1.	Compliance with G.L. c. 23K and 205 CMR	Compliance with all of the requirements of G.L. c. 23K, including but not limited to all conditions set forth in G.L. c.23K, §21(a) and (b), as now in effect and as hereafter amended and 205 CMR 101 et seq., as now in effect and as hereafter promulgated or amended.
2.	Compliance with MEPA	Compliance with all of the terms and conditions required by MEPA as provided in the Secretary's certificate and in any FEIR or SFEIR required by the EOEEA
3.	Compliance with debt to equity ratio requirements	Compliance with any debt-to-equity ratio requirements established by the Commission's regulations or directives.
4.	Payment of the License Fee	Payment of the License fee as established in G.L. c. 23K, § 10(d) and 205 CMR 121.01(1) within three (3) business days of the Effective Date.
5.	Payment of the Assessment Fee	Payment of assessments made pursuant 205 CMR 121.00 within three (3) business days of the Effective Date. Such assessments shall be offset by any installment payment made by Wynn under 205 CMR 121.02(1).
6.	Payment of the Installment and Slot Assessment Fee	Payment within three (3) business days of the Commission's vote to enter into the Agreement to Award the License to Wynn of an installment fee pursuant to 205 CMR 121.02(1) in the amount of \$6,330,513. This payment shall be considered an installment payment and credited to the Slot Assessment in the amount of \$1,550,843 and six (6) months of the Commission's Annual Assessment in the amount of \$4,779,670 as set forth in G.L. c. 23K, §56(a) and (c); 205 CMR 121.01(3) (a) and (3) (b); 205 CMR 121.02(2) and (3) and subject to the revision pursuant to 205 CMR 121.00.
7.	Bond	Within 30 days after the Effective Date, Wynn shall: (a) make a cash deposit representing 10% of the total investment proposed in the RFA-2 application into an interest bearing escrow account held by the Commission in accordance with G.L. c. 23K, §10(a); or (b) secure a deposit bond, in a form and from an institution acceptable to the Commission representing 10% of the proposed capital investment. Such cash deposit or bond shall be forfeited to the Commonwealth of Massachusetts if Wynn is unable to complete the

		Gaming Establishment, as determined by the Commission.
8.	Compliance with G.L. c.23K, §15(3)	Compliance with the requirements of G.L. c. 23K, §15(3) regarding land acquisition within 60 days of the Effective Date.
9.	Compliance with Agreements	<p>Wynn shall have an affirmative obligation to abide by and comply with the terms and conditions of the following:</p> <ol style="list-style-type: none"> 1. the host community agreement; 2. surrounding community agreements; 3. conditions imposed by the Commission in lieu of a surrounding community agreement with the City of Boston, 4. impacted live entertainment agreements; 5. lottery agreements; 6. any agreements related to the Licensee’s RFA-2 application signed with local partners as of the Effective Date; 7. the memorandum of understanding between Wynn and the Massachusetts Community College Casino Career Institute attached to the RFA-2 application as exhibit 3-03-02; 8. affirmative marketing programs for those businesses identified in G.L. c. 23K, §21(a)(21)(i),(ii), and (iii) for design and construction of the Gaming Establishment; 9. affirmative action programs identified under G.L. c.23K, §21(a)(22); 10. all federal, state and applicable and lawful local permits and approvals required to construct and operate the Gaming Establishment; and 11. all executed Signature Forms contained in section B of the RFA-2 application.
10.	Affirmative Marketing Program – Design and Construction	The provision of a plan including public events and outreach within thirty (30) days of the Commission’s request after the Effective Date for the Commission’s review and approval creating an affirmative marketing program for those businesses identified in c.23K, §21(a)(21)(i) and (ii) (MBEs, VBEs and WBEs) for design and construction. The plan will include a robust public outreach component to those businesses identified in c.23K, §21(a)(21)(i) and (ii) for design and construction.
11.	Affirmative Marketing Program – Goods and	The provision of a plan including public events and outreach within ninety (90) days of the Commission’s request after the Effective Date for the Commission’s

	Services	review and approval creating an affirmative marketing program for those businesses identified in G.L. c.23K, §21(a)(21)(iii) for provision of goods and services procured by the Gaming Establishment. The plan will include a robust public outreach component to those businesses identified in G.L. c.23K, §21(a)(21)(iii) for provision of goods and services procured by the Gaming Establishment.
12.	Affirmative Action Program	<p>The provision of a plan including public events and outreach within thirty (30) days of the Commission’s request after the Effective Date of the License for the Commission’s review and approval creating an affirmative action program of equal opportunity to those residents identified in G.L. c.23K, §21(a)(22) on construction jobs.</p> <p>The plan will include a robust public outreach component to those residents identified in G.L. c.23K, §21(a)(22) (minorities, women and veterans).</p>
13.	Compliance with Construction Plans	Compliance with the construction plans, specifications, and timelines as approved by the Commission in accordance with G.L. c. 23K and 205 CMR.
14.	Creation of a Plan to Identify and Market Employment Opportunities to Unemployed Residents	The provision of a plan within ninety (90) days of the Commission’s request after the Effective Date to work with the Massachusetts Department of Labor and Workforce Development and related state and local agencies, including consultation with the Massachusetts Department of Labor and Workforce Development, to create a plan for approval by the Commission to identify and market employment opportunities to unemployed residents of Massachusetts. The plan will include a robust public outreach component to identify and market employment opportunities to unemployed residents of Massachusetts.
15.	Creations of a Regional Tourism Marketing Plan	The creation of a regional tourism, marketing, and hospitality plan in consultation with the regional tourism council and the Massachusetts Office of Travel and Tourism, and subject to approval by the Commission. Such plan shall include, but is not limited to, making space available in the Gaming Establishment for state and regional tourism information, links on Wynn’s website to the regional tourism council website, a joint marketing program with the regional tourism council and the Massachusetts Office of Travel and Tourism, staff training in regards to the plan and sharing of visitor data with the

		regional tourism council and the Massachusetts Office of Travel and Tourism. Such plan shall be provided to the Commission for its approval at least ninety (90) days prior to the anticipated Opening Date.
16.	Creation of a Plan to Identify Local Vendors	In conjunction with the Massachusetts Gaming Commission Vendor Advisory Team and any local grant awardee, the creation of a plan within ninety (90) days of the Commission's request after the Effective Date for the Commission's review and approval to assess Wynn requirements and to identify potential local vendors.
17.	Institution of Credit and Collection Practices	Institution of credit and collection practices that comply with G.L. c. 23K and 205 CMR.
18.	Compliance with Commission Free Play Standards	Compliance with any free play standards set by the Commission
19.	Litigation Update to the Commission	Within 30 days of the Effective Date and thereafter on an ongoing basis, Wynn shall file with the Commission and timely update a list regarding the status of all litigation to which Wynn is a party. For the purposes of this condition, litigation is defined as any matter in which (a) the damages may reasonably be expected to exceed \$100,000 and which is not fully and completely covered under an insurance policy with a licensed insurance carrier or (b) the legal or equitable relief requested seeks to revoke or suspend Wynn's license or otherwise may affect Wynn's ability to apply for or maintain a license for a casino or gaming establishment in the Commonwealth or any other jurisdiction. For purposes of this section Wynn shall include Wynn MA, LLC and Wynn Resorts, Limited.
20.	Notification of Defaults	Wynn shall promptly inform the Commission of any declared default or any material failure to meet any payment of interest or principal when due under any of its existing or future debt.
21.	Notification of Refinancing of Debt	Wynn shall promptly notify the Commission if it intends to enter into a transaction to refinance its existing debt or incur any additional capital debt obligations of \$50,000,000 or more, whether in a single transaction or cumulative transactions during any consecutive 12-month period
22.	Submission of Audited	Within fourteen (14) days of their availability and throughout the Term of the License, Wynn shall submit to

	Financial Statements	the Commission annual audited financial statements, if available; otherwise, it shall file consolidated audited financial statements with the Commission in the manner provided by 205 CMR.
23.	Compliance with Bank Secrecy Act of 1970	Wynn shall submit at least 90 days prior to the anticipated Opening Date and adhere to a Plan for compliance with the United States Currency and Foreign Transactions Reporting Act (“The Bank Secrecy Act of 1970”).
24.	LEED Gold Certification	Wynn shall commit to being LEED Gold or higher certifiable in the manner indicated in the FEIR and the most recent LEED Gold score sheet submitted by Wynn as part of its RFA-2 application, whichever is more recent.
25.	Compliance with Wage Scales Provided in RFA- 2	Wynn shall adhere as reasonably as practicable to the average wage scales provided in its RFA-2 application.
26.	Application for Alcoholic Beverage License	Wynn shall apply for an alcoholic beverage license in accordance with G.L. c. 23K and 205 CMR.
27.	Compliance with All Permitting Requirements	Wynn shall take all reasonable steps necessary to obtain all required permits for commencement of the Project, and to continue related design work, and to put in place all necessary contracts such that Wynn will be ready to commence work on the Project as soon as practicable after the Effective Date of the License. For the purposes of this paragraph, determination of reasonableness and practicability shall be determined through agreement between Wynn and the Commission. Wynn shall report to the Commission on a monthly basis regarding its progress.
28.	Notification of Selection of General Contractor	Wynn shall report to the Commission upon selection of a General Contractor and meet with the Commission to review MBE, WBE and VBE commitments and to ensure that the Contractor is aware of and accepts the MBE/WBE/VBE commitments set out in the RFA-2 application.
29.	Construction labor report	Wynn shall provide to the Commission, on a quarterly basis, a detailed statistical report on the number, gender and race of individuals hired to perform labor as part of the construction of the gaming establishment.
30.	Maintenance of Workplace Population in	Wynn shall report to the Commission regarding discussions with the City of Everett to maintain workforce

	Everett	population in the City of Everett.
31.	Provision of Reports on Macau Operations	Wynn shall provide the Commission in a timely manner with copies of all reports on Macau operations by Wynn or any of its affiliates that are required to be filed in any U.S. jurisdiction.
32.	Re-opener Provisions Re: the City of Boston	At any time prior to the Opening Date, Wynn and the City of Boston may negotiate and enter into a surrounding community agreement to mitigate impacts pursuant to 205 CMR 125.00. In the event that Wynn and the City of Boston enter into a surrounding community agreement, the parties will submit the agreement to the Commission. The Commission will determine if any of the conditions of the License should be amended or modified and if the Commission so determines, the Commission has the authority to make such amendments or modifications to the License conditions.
33.	Re-opening of Conditions by the Commission	Nothing shall prevent the Commission from amending or modifying the License conditions upon a petition from the City of Boston, or a petition by Wynn or upon a motion by the Commission. Provided, however, any such petition filed by the City of Boston shall be limited to those conditions contained in Sections 3 or 4 of these conditions directly related to its interests.
34.	Conditions Binding on Successors and Assigns	All of the terms and conditions of the License shall be binding upon Wynn and its permitted successors and assigns.

		Section 3
	Conditions Required to Mitigate Impacts to the City of Boston	
1.	Mitigation Required by MEPA	Wynn shall complete all mitigation, including traffic mitigation, required pursuant to the MEPA process for the Project and subsequent permitting including but not limited to the measures concerning impacts identified in the Secretary’s certificate, the FEIR dated June 30, 2014, the future SFEIR and the Secretary’s certificate for the SFEIR and shall be responsible for all costs associated with such mitigation.
2.	Mitigation Payments	<p>1. <u>Upfront Payment</u></p> <p>Wynn shall pay a one-time, upfront, non-refundable payment of One Million Dollars (\$1,000,000.00) which amount shall be payable within sixty (60) days following the Effective Date (as defined in the Conditions to License) to the General Fund..</p> <p>2. <u>Annual Payment</u></p> <p>Following the Opening Date, Wynn shall make an annual payment of One Million Six Hundred Thousand Dollars (\$1,600,000.00), which amount shall be due on or before the ninetieth (90th) day following the Opening Date and on each annual anniversary thereof. The allocation of this annual payment shall for Other Mitigation, which amount shall be deposited into the General Fund.</p> <p>For purposes of this section, “Other Mitigation” shall include the following: (i) staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in the City of Boston related to the Wynn Resort in Everett following the Opening Date; (ii) improvements to facilities within Boston 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 Wynn Resort in Everett; (iii) 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 including, without limitation, the Charlestown Little League and Charlestown Youth Hockey programs; and (iv) any other impacts including any transportation infrastructure impacts and the SSIP, as described in Section 4.1 below, related to the Wynn Resort in Everett.</p>

		<p>For purposes of this section, “General Fund” shall mean an interest bearing escrow fund held by an escrow agent approved by the Commission and in a bank located in the Commonwealth of Massachusetts. Funds shall be distributed in accordance with the terms of an escrow agreement.</p>
<p>3.</p>	<p>Escalation of Payments</p>	<p>Beginning with the second annual payment, the Annual Payment 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.</p> <p>In the event that the United States Department of Labor shall cease to promulgate the CPI, the Annual Payment 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.</p>
<p>4.</p>	<p>Business Development</p>	<p>During the construction phase of the Project and once the Project is operational, subject to Wynn’s obligations to the City of Everett and other surrounding communities, Wynn shall make a good faith effort to utilize City of Boston contractors and suppliers for the Project and shall afford such opportunities to City of Boston vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from City of Boston vendors through local advertisements, coordination with the City of Boston Chamber of Commerce and such other reasonable measures as the City of Boston may from time to time request.</p> <p>In furtherance thereof, on and after the Opening Date and throughout the Term of the License, Wynn shall use good faith efforts to purchase annually at least Fifteen Million Dollars (\$15,000,000.00) of goods and services from vendors with a principal place of business in the City of Boston. Wynn shall work with the City of Boston to hold vendor fairs that provide City of 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 City of Boston Chamber of Commerce and such other business groups or associations as the City of Boston may reasonably request to identify opportunities in furtherance of the objectives set forth</p>

		<p>in this condition. Wynn shall, upon reasonable request, meet with the City of Boston to provide updates on Wynn’s efforts to comply with this condition. Notwithstanding anything herein to the contrary, Wynn’s obligations under this condition 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.</p> <p>Wynn shall work with and assist local businesses in the City of 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.</p> <p>In recognition of the unique cultural, historical and entertainment attractions located in the City of Boston and throughout the region, Wynn shall develop and maintain a proprietary concierge program for the purpose of cross-marketing these attractions. Wynn shall allow the City of Boston 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, Wynn shall cooperate with the City of Boston’s Chamber of Commerce to include City of Boston businesses in Wynn’s Concierge Program so that they may benefit from the Project.</p>
5.	Jobs Program	<p>In recognition of the above, subject to its obligations to the City of Everett and other surrounding communities, Wynn shall undertake the following measures:</p> <p>Wynn will work in a good faith, legal and non-discriminatory manner with the Wynn’s construction manager to give preferential treatment to qualified City of Boston residents and, in particular, residents of Charlestown for contracting, subcontracting and servicing opportunities in the development and construction of the Gaming Establishment. Following the engagement of a construction manager, Wynn shall advertise and hold at least one event every six (6) months prior to the Opening Date for City of 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 Gaming Establishment.</p>

		<p>Prior to beginning the process of hiring employees (other than internally) for the Gaming Establishment, Wynn shall advertise and hold at least one event for City of 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 Gaming Establishment and shall hold one event annually thereafter. In addition, Wynn shall work with non-profit entities to develop a job readiness training program that will be available to all residents of the City of Boston. In seeking to fill vacancies at the Gaming Establishment, Wynn will give preference to properly qualified residents of the City 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.</p> <p>Notwithstanding the foregoing, 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 preferences provided above shall be secondary to the preferences provided by Wynn in those agreements. The preferences provided in this condition shall be on a pooled basis with any other community that has entered or that enters into a surrounding community agreement with Wynn.</p> <p>Wynn shall consult in good faith with the City of Boston on an annual basis to identify prospective, qualified City of Boston employees to effectuate the terms and conditions herein.</p>
6.	Responsible Gaming	<p>Wynn shall coordinate in good faith with the City of Boston to promote responsible gaming and to develop resources available to residents of the City of Boston to address problem gambling. In furtherance thereof, Wynn and its employees and agents shall use commercially reasonable efforts to not send any marketing materials to or otherwise communicate for marketing purposes with residents of the City 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 the City of Boston and its residents with access to all compulsive gambling services associated with the Gaming Establishment and shall make available to the City of Boston its resources and employees as may be reasonably necessary to publicize those services and conduct associated educational programs. Further, to address any unanticipated adverse impacts, the City of Boston may apply to the Commission or other state agencies for grants from the</p>

		Community Mitigation Fund and/or Public Health Trust Fund established under the Act. Wynn shall reasonably support applications made by the City of Boston to the Community Mitigation Fund and/or the Public Health Trust Fund to address the unanticipated adverse impacts.
7.	Reopening of mitigation terms	205 CMR 127.00 shall apply to the conditions of this License in the same manner as if the City of Boston was designated as a surrounding community.
8.	Reimbursement Of Expenses	In accordance with 205 CMR 114.03(2), Wynn shall reimburse Boston for actual, documented reasonable out-of-pocket expenses incurred by Boston, not to exceed \$750,000.00, for legal, financial and other professional services incurred by the City of Boston, acting reasonably, as the cost of determining the impact of the proposed Gaming Establishment on the City of Boston and in particular on Charlestown.

		Section 4
	Conditions Required to Mitigate Traffic and Other Impacts Caused by the Construction and Operation of the Gaming Establishment	
1.	Definitions	<p>As used in this section, the following terms shall have the following meanings:</p> <p><u>Sullivan Square Infrastructure Project</u> (“SSIP”): For purposes of the license issued to Wynn, the SSIP is defined as 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 the City of Boston and the Massachusetts Department of Transportation, as the long term solution to alleviate traffic congestion in Sullivan Square and the roads leading into and/or connected to Sullivan Square. The SSIP includes, but is not limited to, long term 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 the City of Boston to Rutherford Avenue between Sullivan Square and City Square. As determined by the permits issued by the City of Boston and the Massachusetts Department of Transportation, the SSIP may be designed and constructed in its entirety or in phases.</p> <p><u>Sullivan Square Infrastructure Fund</u> (“SSIF”): shall mean an interest bearing escrow fund held by an escrow agent approved by the Commission and in a bank located in the Commonwealth of Massachusetts.</p>
2.	Sullivan Square Mitigation Plan/Traffic Reduction Incentive Payment	<p>In order to mitigate increased traffic arising from the Gaming Establishment, and incentivize the use of alternate transportation methods Wynn shall be required to pay to the SSIF an annual payment equal to \$20,000 per additional vehicle trip (“AVT”) entering and leaving the Gaming Establishment using Sullivan</p>

		<p>Square during the Friday afternoon peak hour in excess of the number of vehicle trips entering and leaving the Gaming Establishment using Sullivan Square during the Friday afternoon peak hour shown in the data used by the City of Boston as the basis for its issuance of any required permits necessary for the Sullivan Square mitigation plan for a period beginning on the Opening Date and ending on the 10th anniversary of the Opening Date (“Traffic Reduction Incentive Payment”).</p> <p>Provided, however, such payment shall not exceed \$20,000,000.00 over that 10 year period. Wynn shall provide a plan for the Commission’s review and approval for a vehicle trip measurement system that will measure the number of trips entering and leaving the Gaming Establishment using Sullivan Square. No later than 30 days after the first anniversary of the Opening Date and continuing for ten (10) years thereafter, Wynn shall provide the Commission with a calculation showing the number of AVT during the Friday afternoon peak hour in excess of the Boston Permit Vehicle Trip Data and shall provide evidence of Wynn’s Traffic Reduction Incentive Payment to the SSIF in an amount equal to \$20,000 times the AVT during the Friday afternoon peak hour in excess of the Boston Permit Vehicle Trip Data.</p>
<p>3. SSIF Escrow Account</p>		<p>All payments required to be made by Wynn into the SSIF shall be paid into an interest bearing escrow fund held by an escrow agent approved by the Commission and in a bank located in the Commonwealth of Massachusetts. The SSIF escrow fund shall be available to reimburse the City of Boston for the costs incurred in the design, construction and maintenance of the SSIP up to the amount in the SSIF. If requested by the City of Boston and approved by the Commission, funds in the SSIF Escrow Account may be applied to costs associated with the Sullivan Square mitigation plan. If the City of Boston does not commence the SSIP within 10 years of the Opening Date, Wynn may petition the Commission for the return of any unused funds plus any interest accrued to Wynn.</p> <p>For purposes of this condition “Commencing the SSIP” is defined as beginning construction of/demolition for the SSIP, or any portion thereof deemed significant by the Commission, pursuant to a plan approved and permitted by the City of Boston.</p>

4.	SSIP Contribution	In addition to any costs for mitigation required under MEPA and in addition to the payments to the City of Boston described in Section 3, Wynn shall be responsible for a payment equal to \$25 million provided that the SSIP is designed, constructed and permitted to accommodate the traffic impacts of the Gaming Establishment. Such payment shall be made directly to the SSIF escrow account payable in equal annual installments of \$2,500,000.00 beginning on the first anniversary of the Opening Date for a term of 10 years.
5.	Transportation Demand Management	Wynn will conduct an analysis of the automobile mode shares of employee and patron trips to and from the Gaming Establishment each year during the Term of the License on the anniversary of the Opening Date to determine if Wynn is meeting the goals in its Transportation Demand Management (“TDM”) Program as determined in the SFEIR. ¹ The monitoring shall be conducted by an independent organization approved by the Commission and paid for by Wynn and using the measurements described in the SSIF AVT Payment condition above. If such analysis determines that Wynn has not met the TDM goals on an annual basis for the applicable study period, Wynn shall, no later than the forty-fifth (45th) day following the anniversary of the Opening Date submit to the Commission a plan describing the method by which Wynn shall within one year meet the TDM goals and maintain compliance with the TDM (the “TDM Remediation Plan”).
6.	Community Outreach	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. Wynn shall report on such outreach to the Commission as part of its regular reporting.
7.	Public Involvement Plan for	Wynn will comply with the generally applicable public

¹ In the FEIR, Wynn has set a goal of 29% of patrons to arrive to the site via non-automobile modes and 71% arriving via automobile and taxi. For employees, the goal is for 59% to arrive via non-automobile modes and the remaining 41% arriving via automobile. Nothing herein shall prevent the Commission from establishing a higher non-automobile mode share than set in the FEIR or an approved SFEIR.

	Hazardous Materials	involvement provisions of 310 CMR 40.0000. Wynn will provide all submittals required in accordance with said regulations to the Commission and the Chief Municipal Officers of the Cities of Everett, Boston and Somerville, the Boards of Health in Everett, Boston and Somerville, and such other municipal officials or community organizations as the Commission
8.	Failure to Obtain Required Permits from the City of Boston	Wynn will vigorously pursue all mitigation (including initiating legal proceedings, if necessary, to obtain necessary permits). Within ninety (90) days following the Effective Date, Wynn will submit to the Public Improvements Commission the application relating to Wynn’s Sullivan Square mitigation.

		Section 5
	Other Conditions	
1.	Building and Site Design	The Commission strongly urges Wynn to reconsider the exterior design of the buildings and present a revised design to the Commission and, in any event, Wynn shall submit exterior material and finish selection and samples for review and approval by the Commission as part of the planned reporting to the Commission in accordance with the design and construction schedule to be approved by the Commission in accordance with 205 CMR.
2.	Economic Development	Wynn will use good faith efforts to hire no less than 75% of the Project employees from within 30 minutes of Everett as stated at the June 25, 2014 Host Community hearing in Everett.
3.	Hiring preference	Wynn will offer a hiring preference to qualified Suffolk Downs employees in the event that Suffolk Downs closes upon the award of the License to Wynn. Wynn will provide a training and recruitment plan for said employees to the Commission for approval.
4.	Medical and Dental benefits	Wynn will commit to provide its employees with competitive medical and dental benefits that are commensurate with those provided in the region.