SURROUNDING COMMUNITY AGREEMENT

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

This Surrounding Community Agreement (this “Agreement”) is made and entered into as of April 11, 2014 (the “Effective Date”), by and between the City of Medford, Massachusetts (“Medford”), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 85 George P. Hassett Dr., Medford, MA 02155, Massachusetts, acting by and through its Mayor, and Wynn, MA LLC (“Wynn”), duly organized under the laws of the State of Nevada, with principal address and offices located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109. 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”), Wynn has applied to the Massachusetts Gaming Commission (the “Commission”) for a Category 1 gaming license to develop a luxury hotel and destination resort on the site (the “Project Site”) depicted in Exhibit A in Everett, Massachusetts (the “Project”);

And whereas, Medford shares a border with the City of Everett, Massachusetts, and may be impacted by the development of the Project, and the Act and regulations relating thereto, including 205 CMR 125.00 et seq., permit Wynn to enter surrounding community agreements to address surrounding community impact as well as demonstrate advancement of the Act and public support for its proposed development;

And whereas, Medford believes that the Project will bring economic development to Medford, create new jobs for Medford residents and new sources of revenue for the Medford business community, and as such, Medford desires to enter into this Agreement with Wynn to address the anticipated impact on Medford businesses, residents, infrastructure, public safety, transportation and roadway needs;

And whereas, Wynn desires to mitigate any adverse impacts from the development and operation of the Project through the means described herein in accordance with the Act, and Medford 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 Medford’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 this Agreement and hereby agree to be bound by the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. Medford as a Transportation Hub

1.1. The Parties recognize and agree that the City of Medford is uniquely situated to play an important role as a “transportation hub” for the Project. This shall include but not be limited to:

- To facilitate public transportation to the Project, the Parties shall identify a specific portion of Wellington MBTA Station in Medford and/or surrounding area to be used exclusively for Wynn shuttles serving Wynn guests, invitees, employees and/or vendors of the Project arriving to the area via public transportation including buses, trains or commuter rail services.
• The Parties will explore the use of covered parking facilities within the City of Medford to provide additional off-site parking for Wynn employees and/or vendors who would utilize Wynn shuttles to and from the Project. The specifics of such an agreement, if one can be reached, shall be contained in a separate document outlining the terms of such agreement in its entirety.

• The Parties shall work together to promote Medford as a "transportation hub" for Wynn guests, invitees, employees and/or vendors while also providing said individuals with a positive impression of the City of Medford. The foregoing will be accomplished through mutually agreed upon promotional materials and improvements (including, without limitation, safety upgrades, improved lighting, fixtures, signage and beautification efforts) to Wellington MBTA Station in Medford and surrounding area.

• In addition, the Parties will work with Medford's business community to promote and support businesses so that they may benefit from and effectuate the use of Medford as a "transportation hub," as contemplated herein.

1.2. In recognition of the above, and contingent upon the receipt by Wynn of an unconditional, non-appealable award by the Massachusetts Gaming Commission of a Category 1 license for the Project (the "License"), Wynn has agreed to pay to the City of Medford the following amounts (collectively, the "Transportation Hub Payment"):  

1.2.A. An annual payment of Three Hundred Twenty Five Thousand Dollars ($325,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. 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 annual payment is to enable Medford to promote the use of Wellington MBTA Station in Medford and its surrounding areas as a "transportation hub" for Wynn guests, invitees, employees and/or vendors through mutually agreed upon promotional materials and improvements (including, without limitation, safety upgrades, improved lighting, fixtures, signage and beautification efforts).

1.2.B. An annual payment of One Hundred Thousand Dollars ($100,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. This 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 annual payment is to enable Medford to assist businesses in effectuating aesthetic upgrades and enable them to participate in the opportunities that will be available as a result of the Project's use of Medford as a "transportation hub."

1.2.C. Notwithstanding anything herein to the contrary, the Transportation Hub Payment shall remain in the exclusive custody and control of Medford, and shall be used and applied at Medford's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures related to the Project that Medford deems necessary and suitable.

2. Public Safety Impact relating to Roadway Safety

2.1. As a result of the "transportation hub" resulting in additional pedestrian and vehicular traffic, the Parties recognize and agree that there may be a need for increased police, fire, traffic and public works personnel to maintain roadway safety due to increased use.

2.2. In recognition of the above, and contingent upon the receipt of an unconditional, non-appealable License, Wynn has agreed to pay to the Medford an annual payment of Two Hundred Fifty Thousand Dollars ($250,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. 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 is to enable Medford to fund staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in the City of Medford.

3. Business Impact

3.1. The Parties recognize and agree that the Project is likely to provide certain opportunities for the local business community. The Parties will work together to communicate with the local business community to ensure that the community is best prepared to take advantage of these opportunities.

3.2. In recognition of the above, and contingent upon the receipt of an unconditional, non-appealable License, the Parties have agreed as follows:

3.2.A. On an annual basis, subject to its obligations to the City of Everett, 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 Medford vendors through local advertisements, coordination with the Medford Chamber of Commerce and such other reasonable measures as the City may from time to time request. In furtherance thereof, Wynn agrees to use good faith efforts to purchase at least Ten Million Dollars ($10,000,000.00) of goods and services from vendors with a principal place of business in Medford. Wynn shall work with Medford to hold vendor fairs that provide Medford 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 Medford Chamber of Commerce and such other business groups or associations as Medford may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. Wynn shall, upon reasonable request, meet with Medford to provide updates on Wynn’s efforts to comply with this section 3.2.A. Notwithstanding anything herein to the contrary, Wynn’s obligations under this section 3.2.A. 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.

3.2.B. Wynn agrees to work with and assist local businesses 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.

3.2.C. Wynn agrees that it will include as part of its rewards, frequent guest, loyalty and/or similar programs offered by Wynn to use vouchers and gift certificates from Medford businesses. Wynn commits to purchase and issue at least Twenty Five Thousand Dollars ($25,000.00) in such vouchers and gift certificates annually from local businesses for use in its customer loyalty programs.

3.2.D. The first annual purchase of the above vouchers and gift certificates by Wynn shall occur ninety (90) days after the opening of the Project to the general public and on each annual anniversary thereof.

4. Jobs Program

4.1. The Parties acknowledge that Medford desires to help its community members and residents who are interested in attaining employment at the Project. The Parties agree that Medford’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 Medford’s residents 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 Medford residents 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 Medford, advertise and hold at least one event for Medford residents at venues to be approved by Medford, 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 Medford residents at venues to be approved by Medford, 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 preference to properly qualified residents of Medford, to the extent that such a practice and its implementation is consistent with Federal, State or Municipal 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 agreement with the City of Malden, the Parties acknowledge and agree that the preference provided in this section 4 shall be secondary to the preference provided by Wynn in its host community agreement and surrounding community agreement. In addition, the Parties acknowledge and agree that the preferences provided in this section 4 shall be on a pooled basis with any other community that voluntarily enters into a surrounding community agreement with Wynn following the date of this Agreement.

4.2.D. Wynn agrees to work with Medford on an annual basis to identify prospective, qualified Medford employees to effectuate the terms and conditions herein.

5. Medford Community Fund

5.1. The Parties recognize the importance of supporting the Medford community and share a mutual desire to utilize this Agreement to provide ongoing support to the many important non-profit organizations throughout the City of Medford.

5.2. In recognition of the above, and contingent upon the receipt of an unconditional, non-appealable License, Wynn has agreed to pay to the Medford the following “Community Fund Payment”:

5.2.A. An annual payment of One Hundred Twenty Five Thousand Dollars ($125,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. 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.

5.2.B. The Mayor of the City of Medford agrees to establish a Committee tasked with reviewing requests for assistance from qualified organizations and making determinations on the awarding of any portion of the Community Fund Payment.

5.3. Contingent upon the receipt of an unconditional, non-appealable License, Wynn has agreed to pay to the Medford the following “Cultural Fund Payment” to provide ongoing support to the Chevalier Theatre:

5.3.A. An annual payment of One Hundred Thousand Dollars ($100,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. 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.
5.4. Notwithstanding anything herein to the contrary, the Community Fund Payment and Cultural Fund Payment shall remain in the exclusive custody and control of Medford, and shall be used and applied at Medford's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures related to the Project that Medford deems necessary and suitable.

5.5. Wynn has agreed to pay to the Medford the following amounts for the development of the Krystle Campbell Peace Garden: (i) Fifty Thousand Dollars ($50,000.00), which amount shall be due on or before the thirtieth (30th) day following the execution of this Agreement and (ii) contingent upon the receipt of an unconditional, non-appealable License, Two Hundred Thousand Dollars ($200,000.00), which amount shall be due on or before the ninetieth (90th) day following the acceptance by Wynn of such License.

5.6. In furtherance of the significant environmental improvements that Wynn will be undertaking, Wynn will review and consider remediation plans for the removal of water chestnuts as part of its environmental program.

6. Transportation Impacts

6.1. Based on the trip distribution pattern for the project and a review of both the local and regional transportation system, Wynn studied the following intersections in Medford and contingent upon the receipt by Wynn of an unconditional, non-appealable License, Wynn agreed to complete all necessary improvements as determined in accordance with the MEPA process:

1. Fellsway West (Route 28)/Fulton Street, Medford;
2. Fellsway West (Route 28)/Salem Street (Route 60), Medford;
3. Central Avenue/Medford Street/Fellsway (Route 28), Medford;
4. Riverside Avenue/Fellsway (Route 28), Medford;
5. I-93 Southbound Off-ramp/Mystic Valley Parkway (Route 16) Southbound Connector, Medford;
6. Harvard Street/Mystic Avenue (Route 38), Medford;
7. Harvard Street/Mystic Valley Parkway (Route 16)/Mystic Valley Parkway (Route 16) Southbound Connector, Medford;
8. Mystic Valley Parkway (Route 16)/Locust Street, Medford;
9. Mystic Valley Parkway (Route 16)/Commercial Street, Medford;
10. Mystic Valley/Revere Beach Parkway (Route 16)/Fellsway (Route 28)/Middlesex Avenue (aka Wellington Circle), Medford;
11. Revere Beach Parkway (Route 16) Eastbound Ramps to Rivers Edge Drive, Medford; and
12. Revere Beach Parkway (Route 16) Westbound Ramps to Rivers Edge Drive, Medford.

The foregoing improvements are estimated to cost approximately One Million Dollars ($1,000,000.00).

6.2. The Parties acknowledge and agree that a comprehensive traffic solution for Wellington Circle, which is already severely impacted as a result of other developments, including, without limitation, Stations Landing and Assembly Row, is highly advisable and beneficial to Medford and other neighboring communities. In recognition thereof and contingent upon the receipt by Wynn of an unconditional, non-appealable License, the Parties agree as follows:

6.2.A. Wynn will work with Medford and other interested neighboring communities to commission a permanent improvements study of the Wellington Circle, and will fund such study.

6.2.B. Following the results of the permanent improvements study, Wynn will fund up to twenty-five percent (25%) of the concept design (up to One Million Five Hundred Thousand Dollars ($1,500,000.00)) for the approach that is mutually agreed upon by the Parties.
6.2.C. Following the completion of the study and design, Wynn will cooperate with efforts by Medford and other interested neighboring communities to seek funding from the Transportation Infrastructure and Development Fund (estimated to be capable of yielding in excess of $200 million) for a permanent solution for Wellington Circle.

6.2.D. Pending completion of the study and design, Wynn will fund and undertake interim improvements to Wellington Circle, as more particularly set forth in its proposed traffic plan.

6.3. The Parties acknowledge and agree that Wynn intends to implement a water transportation program to service the Project. The Parties will work together in good faith to facilitate water transportation connections between Medford and the Project. In furtherance thereof, contingent upon the receipt of an unconditional, non-appealable License, Wynn has agreed to pay to the Medford an annual payment of One hundred Thousand Dollars ($100,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. 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 annual payment is to enable Medford to make certain improvements to the Mystic River to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation on the Mystic River.

7. Medford Obligations

7.1. In consideration of the obligations hereunder to be taken by Wynn, and in further recognition of the many benefits the Project will bring to Medford, Medford shall do the following (with all reasonable costs incurred by Medford to be paid by Wynn, subject to prior written approval of such costs and Wynn’s right to receive documentation of such cost):

7.1.A. Medford 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.

7.1.B. Medford, 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.

8. Additional Terms and Conditions

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

8.2. 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.

8.3. Non-Tranferrable - Non-Assignable. Neither Wynn nor Medford 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 surrounding community agreement shall be treated consistently with all other surrounding community agreements as prescribed and required by the Commission in granting such transfer or assignment.

8.4. 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
8.5. 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.

8.6. 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.

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

8.8. 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.

8.9. Organizational Status in State of Organization and in the Commonwealth of Massachusetts. Wynn acknowledges that it shall notify Medford 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.

8.10. 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 Medford:

In the case of notice to the City of Medford:

To: Mayor
City of Medford
85 George P. Hassett Dr.
Medford, MA 02155

with copies to:

City Solicitor
City of Medford
Medford Legal Department
85 George P. Hassett Drive
Medford, MA 02155

Finance Auditor
City of Medford
Office of Finance/Auditor
85 George P. Hassett Dr.
Medford, MA 02155
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, Sr. VP 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 Medford shall not be deemed effective unless accomplished during normal business hours and days of operation of the City of Medford. Each Party shall ensure that the other party is notified in writing immediately of any changes in the contact and address information above.

8.11. 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.

8.12. 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.

8.13. 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. Nothing in this Agreement shall be construed to prohibit Medford from instituting actions or proceedings in law or equity. The prevailing Party in any action 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.

8.14. Escalation of Payments. Beginning with the sixteenth (16) annual payment made by Wynn to Medford, the annual payments hereunder shall increase by five percent (5%) as set forth in Schedule A attached hereto and incorporated herein by this reference. Thereafter, during the term of this Agreement, such five percent (5%) increase shall be applied to the annual payments after the payment of every five (5) annual payments as more specifically set forth in Schedule A.
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 11th day of April, 2014.

City of Medford:

[Signature]
Mayor Michael J. McGlynn

Approved as to Form

City of Medford:

[Signature]
City Solicitor Mark E. Rumley

Wynn MA, LLC

[Signature]
ROBERT J. DESALVIO
SENIOR VICE PRESIDENT-DEVELOPMENT
WYNN RESORTS DEVELOPMENT
### Schedule A

Beginning with the sixteenth (16th) annual payment, each of the annual payments set forth herein shall increase by five percent (5.0%) as set forth below:

<table>
<thead>
<tr>
<th></th>
<th>First 15 Payments</th>
<th>Subsequent Five Payments, Beginning with 16th Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Fund Payment</td>
<td>$125,000.00</td>
<td>$131,250.00</td>
</tr>
<tr>
<td>Transportation Hub Payment</td>
<td>$325,000.00</td>
<td>$341,250.00</td>
</tr>
<tr>
<td>Public Safety Payment</td>
<td>$100,000.00</td>
<td>$105,000.00</td>
</tr>
<tr>
<td>Cultural Fund Payment</td>
<td>$250,000.00</td>
<td>$262,500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,000,000.00</td>
<td>$1,050,000.00</td>
</tr>
</tbody>
</table>

Thereafter, during the term of this Agreement, after the payment of five additional payments, each of the annual payments set forth hereunder shall increase by five percent (5.0%) as set forth in the example below:

<table>
<thead>
<tr>
<th></th>
<th>20th Annual Payment</th>
<th>Subsequent Five Payments, Beginning with 21st Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Fund Payment</td>
<td>$131,250.00</td>
<td>$137,812.50</td>
</tr>
<tr>
<td>Transportation Hub Payment</td>
<td>$341,250.00</td>
<td>$358,312.50</td>
</tr>
<tr>
<td>Public Safety Payment</td>
<td>$105,000.00</td>
<td>$110,250.00</td>
</tr>
<tr>
<td>Cultural Fund Payment</td>
<td>$262,500.00</td>
<td>$275,625.00</td>
</tr>
<tr>
<td>Water Transportation</td>
<td>$105,000.00</td>
<td>$110,250.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,050,000.00</td>
<td>$1,102,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>25th Annual Payment</th>
<th>Subsequent Five Payments, Beginning with 26th Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Fund Payment</td>
<td>$137,812.50</td>
<td>$144,703.13</td>
</tr>
<tr>
<td>Transportation Hub Payment</td>
<td>$358,312.50</td>
<td>$376,228.13</td>
</tr>
<tr>
<td>Public Safety Payment</td>
<td>$110,250.00</td>
<td>$115,762.50</td>
</tr>
<tr>
<td>Cultural Fund Payment</td>
<td>$275,625.00</td>
<td>$289,406.25</td>
</tr>
<tr>
<td>Water Transportation</td>
<td>$110,250.00</td>
<td>$115,762.50</td>
</tr>
<tr>
<td>Total</td>
<td>$1,102,500.00</td>
<td>$1,157,625.00</td>
</tr>
</tbody>
</table>