

NEIGHBORING COMMUNITY AGREEMENT

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

This Neighboring Community Agreement ("Agreement") is made and entered into as of January 28, 2014 (the "Effective Date"), by and between the City of Melrose, Massachusetts, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 562 Main Street, Melrose, Massachusetts 02176 ("City"), and Wynn MA, LLC, a limited liability company formed under the laws of the State of Nevada, with principal offices located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Wynn"). 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 ("Act"), Wynn has applied to the Massachusetts Gaming Commission ("Commission") for a Category 1 gaming license to develop a luxury hotel and destination resort on the site ("Project Site") depicted in Exhibit A in Everett, Massachusetts ("Project");

WHEREAS, the City is a neighboring community to the Project and has petitioned the Commission for designation as a "Surrounding Community," as such term is defined in the Act;

WHEREAS, the Parties have agreed to reserve their respective rights as to whether the City will suffer significant and adverse impacts as a result of the construction or operation of the Project;

WHEREAS, the City has agreed to withdraw its petition for designation as a "Surrounding Community" and the Parties have agreed to enter into this Agreement for the purpose of facilitating and providing the benefits of the Project to the City;

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound hereby, agree as follows:

AGREEMENT

1. Significant and Adverse Impacts.

While the Parties have agreed to reserve their respective rights as to whether the City will suffer significant and adverse impacts as a result of the construction or operation of the Project, in the event that the City identifies any such impacts that are directly attributable to the Project, Wynn agrees to meet with the City to consider, in good faith, the mitigation of such impacts. In addition – and in order to further address any impacts that are directly attributable to the Project – Wynn agrees to work cooperatively and in good faith with the City in requesting disbursements from the Community Mitigation Fund established by the Act in accordance with protocols established by the Massachusetts Gaming Commission.

2. Concierge Program.

In recognition of the unique cultural, historical and entertainment attractions near the Project, Wynn has developed a proprietary concierge program for the purpose of cross-marketing these attractions. The City has agreed to participate in this cross-marketing venture for the purpose of promoting its local businesses and other attractions. Prior to the opening of the Project, the Parties will work together and in coordination with the City's

Chamber of Commerce to include the City's businesses in the Concierge Program so that they may benefit from the Project.

3. WE Save.

The WE Save program offers local business of all industries the opportunity to market their offerings to Wynn's 4,000 employees, hopefully creating new and repeat customers. Wynn is actively seeking local and regional partnerships in its neighboring communities and the region to facilitate this program. In furtherance thereof, Wynn has agreed to join and support the local Chamber of Commerce and purchase gift vouchers from local businesses within the City on an annual basis. Wynn intends to use a portion of these vouchers to drive employee spending in the City thereby stimulating retail activity in the City.

4. Business Development.

The Parties recognize and agree that the Project is likely to provide certain opportunities for the City's local business community (e.g., service providers, suppliers). 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. Specifically, Wynn will coordinate with the City to hold vendor fairs that provide the City's businesses with information concerning the process of providing goods and services to the Project both during and post-construction. In addition, Wynn agrees to work with and assist local businesses to become "Wynn certified" to ensure that such businesses are prepared to take advantage of the business opportunities provided by the Project.

5. Jobs Program.

The Parties acknowledge that the City desires to help its residents who are interested in attaining employment at the Project. The Parties agree that the City'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 the City's residents about available employment opportunities. Following the engagement of a construction manager, Wynn shall, in coordination with the City, advertise and hold at least one event open to the City's residents, 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. Prior to beginning the process of hiring employees (other than internally) for the Project, Wynn shall advertise and hold at least one event open to the City's residents, 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.

6. Community Fund.

As part of its charitable donation program and in recognition that employees of the Project will reside in the City, Wynn will invite the City to present, on an annual basis, the needs of the many important non-profit organizations throughout the City. Wynn will consider, in good faith, the needs of such organizations in determining its charitable donations.

7. City's Obligations.

In consideration of the obligations hereunder to be taken by Wynn, and in further recognition of the benefits the Project will bring to the City, the City shall support the Project and 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.

8. Additional Terms and Conditions.

- a. All terms contained in this Agreement are contingent upon the receipt by Wynn of a Category 1 gaming license to develop the Project on the Project Site.
- b. 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.
- c. The captions and headings in this Agreement are inserted for convenience of reference only and in no way shall affect, modify, define, limit or be used in construing the scope or intent of this Agreement or any of the provisions hereof. Where the context requires, all singular works 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. 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.
- e. 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.
- f. 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.
- g. 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 City:

To: Mayor Robert J. Dolan
562 Main Street
Melrose, MA 02176

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

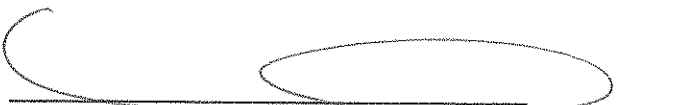

and in the case of either Party, to such other address as shall be designated by written notice given to the other Party in accordance with this section. Any such notice shall be deemed given when so delivered by hand, by courier delivery on date of service, or if mailed, when delivery receipt is signed by the party designated herein as accepting notice. Each Party shall ensure that the other party is notified in writing immediately of any changes in the contact and address information above.

- h. 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.
- i. 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.
- j. 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. 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.

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 as of the Effective Date.

CITY OF MELROSE

WYNN MA, LLC



Kim Sinatra
Senior Vice President and General Counsel