

**SUMMARY OF CONDITIONS**  
**WYNN MA LLC**

	<b>Section 1</b>
<b>Definitions</b>	
	As used in this License, terms shall have the meaning defined in M.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:
<b>Effective Date</b>	The Effective Date of the License shall be three (3) business days after certification of a “no” vote on Question 3 in the November 4, 2014 general election.
<b>EOEEA</b>	Executive Office of Energy and Environmental Affairs.
<b>FEIR</b>	The Final Environmental Impact Report dated June 30, 2014, for the Project.
<b>LEED</b>	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.
<b>License</b>	The Category 1 gaming license issued by the Commission to Wynn for operation of the Gaming Establishment.
<b>MBE</b>	Minority Business Enterprise.
<b>MEPA</b>	Massachusetts Environmental Policy Act, M.G.L. c. 30, §§ 61 through 62I, and the regulations promulgated by EOEEA pursuant thereto, 301 CMR 11.00 <i>et seq.</i>
<b>Opening Date</b>	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>
<b>Project</b>	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.
<b>Secretary’s Certificate</b>	The MEPA Certificate issued by the Secretary of EOEEA on the FEIR and/or on the SFEIR (as applicable) for the Project.
<b>SFEIR</b>	The Supplemental Final Environmental Impact Report for the Project.
<b>Term</b>	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.
<b>VBE</b>	Veteran Business Enterprise.
<b>WBE</b>	Women Business Enterprise.
<b>Wynn</b>	Wynn, MA LLC, a Nevada limited liability company with principal address and offices located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

		<b>Section 2</b>
	<b>General Conditions</b>	
<b>1.</b>	<b>Compliance with c. 23K and 205 CMR</b>	Compliance with all of the requirements of M.G.L. c. 23K, as now in effect and as hereafter amended and 205 CMR 101 et seq., as now in effect and as hereafter promulgated or amended.
<b>2.</b>	<b>Compliance with law</b>	Compliance with all applicable federal, state and applicable and lawful local laws, rules and regulations, now in effect or as hereafter promulgated or amended.
<b>3.</b>	<b>Compliance with MEPA</b>	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
<b>4.</b>	<b>Compliance with debt to equity ratio requirements</b>	Compliance with any debt-to-equity ratio requirements established by the Commission's regulations or directives.
<b>5.</b>	<b>Payment of the License Fee</b>	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.
<b>6.</b>	<b>Payment of Gross Gaming Revenue</b>	Pay daily to the Commission the gross gaming revenue payment as provided by G.L. c.23K, §55, and 205 CMR.
<b>7.</b>	<b>Payment of the Assessment Fee</b>	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)
<b>8.</b>	<b>Payment of the Slot Assessment Fee</b>	Payment within three (3) business days of the Commission's vote to award the License to Wynn an installment fee pursuant to 205 CMR 121.02(1) in the amount of \$6,330,513. This payment shall be considered an installment 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). <b>(Note: numbers subject to review pending final slot machine numbers.)</b>
<b>9.</b>	<b>Bond</b>	Within 30 days after the Effective Date, Wynn shall: (a) Deposit \$ <span style="background-color: yellow;">      </span> , representing 10% of the total investment

		<p>proposed in the RFA-2 application into an interest bearing escrow account held by the Commission in accordance with M.G.L. c. 23K, §10(a); or</p> <p>(b) Secure a deposit bond, in a form and from an institution acceptable to the Commission, insuring that \$ [REDACTED], representing 10% of the proposed capital investment shall be forfeited to the Commonwealth of Massachusetts if Wynn is unable to complete the Gaming Establishment, as determined by the Commission.</p>
10.	<b>Compliance with G.L. c.23K, §15(3)</b>	Compliance with the requirements of G.L. c. 23K, §15 (3) regarding land acquisition within 60 days of the Effective Date.
11.	<b>Compliance with Agreements</b>	<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"> <li>1. the host community agreement;</li> <li>2. surrounding community agreements;</li> <li>3. conditions imposed by the Commission in lieu of a surrounding community agreement with the City of Boston,</li> <li>4. impacted live entertainment agreements;</li> <li>5. lottery agreements;</li> <li>6. any agreements related to the Licensee’s RFA-2 application signed with local partners as of the Effective Date;</li> <li>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;</li> <li>8. affirmative marketing programs for those businesses identified in c. 23K, §21(a)(i),(ii), and (iii) for design and construction of the Gaming Establishment;</li> <li>9. affirmative action programs identified under c.23K, §21(a)(22);</li> <li>10. all federal, state and applicable and lawful local permits and approvals required to construct and operate the Gaming Establishment; and</li> <li>11. all executed Signature Forms contained in section B of the RFA-2 application.</li> </ol>
12.	<b>Affirmative Marketing Program – Design and Construction</b>	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.
13.	<b>Affirmative Marketing Program – Goods and Services</b>	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 review and approval creating an affirmative marketing program for those businesses identified in 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 c.23K, §21(a)(21)(iii) for provision of goods and services procured by the Gaming Establishment.
14.	<b>Affirmative Action Program</b>	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 c.23K, §21(a) (22) on construction jobs.  The plan will include a robust public outreach component to those residents identified in c.23K, §21(a)(22) (minorities, women and veterans).
15.	<b>Compliance with Construction Plans</b>	Compliance with the construction plans, specifications, and timelines as approved by the Commission in accordance with G.L. c. 23K and 205 CMR.
16.	<b>Compliance with the Information in the RFA-2 and Evaluation Reports</b>	Wynn shall have an affirmative obligation to abide by every statement made in its RFA-2 application, including the evaluation reports prepared by the Commission as part of the Commission's evaluation process which are incorporated by reference into the License.
17.	<b>Creation of a Plan to Identify and Market Employment Opportunities to Unemployed Residents</b>	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.
<b>18.</b>	<b>Creations of a Regional Tourism Marketing Plan</b>	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.
<b>19.</b>	<b>Creation of a Plan to Identify Local Vendors</b>	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.
<b>20.</b>	<b>Institution of Credit and Collection Practices</b>	Institution of credit and collection practices that comply with G.L. c. 23K and 205 CMR.
<b>21.</b>	<b>Compliance with Commission Free Play Standards</b>	Compliance with any free play standards set by the Commission
<b>22.</b>	<b>Litigation Update to the Commission</b>	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 pending 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.

23.	<b>Changes in Directors, Officers, or Qualifiers</b>	Wynn shall comply with 205 CMR 116.04 and 116.06 relative to notification of anticipated, proposed, or actual changes.
24.	<b>Financial Transactions</b>	Wynn shall comply with 205 CMR 116.05 relative to notification of new financial sources.
25.	<b>Transfer of Interest</b>	The transfer of any interest in the Licensee or the Licensee's interest in the Project is subject to the requirements of G.L. c.23K and 205 CMR currently in effect or promulgated in the future.
26.	<b>Notification of Defaults</b>	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.
27.	<b>Notification of Refinancing of Debt</b>	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
28.	<b>Submission of Audited Financial Statements</b>	Within fourteen (14) days of their availability and throughout the Term of the License, Wynn shall submit to 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.
29.	<b>Compliance with Bank Secrecy Act of 1970</b>	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) which requires U.S. financial institutions, including casinos, to assist U.S. government agencies to detect and prevent money laundering.
30.	<b>LEED Gold Certification</b>	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.
31.	<b>Compliance with Wage</b>	Wynn shall adhere as reasonably practicable to the average

	<b>Scales Provided in RFA- 2</b>	wage scales provided in its RFA-2 application.
<b>32.</b>	<b>Application for Alcoholic Beverage License</b>	Wynn shall apply for an alcoholic beverage license in accordance with G.L. c. 23K and 205 CMR.
<b>33.</b>	<b>Compliance with All Permitting Requirements</b>	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 the 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 the Wynn and the Commission. Wynn shall report to the Commission on a monthly basis regarding its progress.
<b>34.</b>	<b>Notification of Selection of General Contractor</b>	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.
<b>35.</b>	<b>Construction labor report</b>	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.
<b>36.</b>	<b>Representation of Local and Regional Business in Retail Program</b>	Wynn shall report to the Commission on Wynn's efforts to have appropriate representation of local and regional businesses in Wynn's retail program.
<b>37.</b>	<b>Maintenance of Workplace Population in Everett</b>	Wynn shall report to the Commission regarding discussions with the City of Everett to maintain workforce population in the City of Everett.
<b>38.</b>	<b>Plan for Entrance and Exit of Public Safety Vehicles</b>	Wynn shall develop a plan to improve the ability of public safety vehicles to traverse through Everett and to and from the Project, including without limitation, during rush hour and during the Project's anticipated Friday P.M. peak hour and Saturday P.M. peak hours. Wynn shall provide such plan to the Commission no later than one year after the Effective Date and shall update such plan biannually thereafter  Wynn shall develop a plan to improve the ability of public

		safety vehicles to traverse through the area of Sullivan Square/Rutherford Avenue and Alford Street including, without limitation, during rush hour and the Gaming Establishment's anticipated Friday pm peak hour and Saturday PM peak hours. Wynn shall consult with the City of Boston and residents of Charlestown in developing such plan. Wynn shall provide such plan to the Commission no later than one year after the Effective Date and shall update such plan biannually thereafter or as otherwise directed by the Commission.
39.	<b>Provision of Reports on Macau Operations</b>	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.
40.	<b>Notice of Change in Corporate Structure</b>	Wynn shall provide the Commission with notice of any change in its corporate governance structure including but not limited to changes in the membership of the audit and/or compliance committees.
41.	<b>Re-opener Provisions Re: the City of Boston</b>	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.
42.	<b>Re-opening of Conditions by the Commission</b>	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.
43.	<b>Capital expenditures</b>	Wynn shall make, or cause to be made, capital expenditures to its gaming establishment in a minimum aggregate amount equal to 3.5 per cent of the net gaming revenues derived from the establishment; provided, however, that it may make capital expenditures in an amount less than 3.5 per cent per year as part of a multi-year capital expenditure plan if such plan is submitted to and approved by the Commission as directed.



44.	<b>Dual ownership</b>	Wynn shall not operate, invest in or own, in whole or in part, another gaming licensee's license or gaming establishment in Massachusetts while it holds its own license.
45.	<b>Cooperation in gaming-related investigations</b>	Wynn shall cooperate with the Commission and the Office of the Attorney General in all gaming-related investigations. Wynn shall make readily available all documents, materials, equipment, personnel and any other items requested during an investigation; provided, however, that material that Wynn considers a trade secret or detrimental to Wynn if it were made public may, with the Commission's approval, be protected from public disclosure and Wynn may require nondisclosure agreements with the Commission before disclosing such material.
46.	<b>Cooperation in criminal matters</b>	Wynn shall cooperate with the Commission and the Office of the Attorney General with respect to the investigation of any criminal matter; provided, however, that Wynn shall, upon receipt of a criminal or civil process compelling testimony or production of documents in connection with a civil or criminal investigation, immediately disclose such information to the Commission. In accordance with G.L. c.23K, § 21(a)(8), that this clause shall not prohibit private persons or public entities from seeking any remedy or damages against Wynn.
47.	<b>Warrantless searches</b>	Wynn shall allow the Commission or the IEB and state police officers assigned to the commission or the IEB to conduct warrantless searches of its gaming area.
48.	<b>Duty to Inform</b>	Wynn shall have a duty to inform the Commission of any action which it reasonably believes would constitute a violation of G.L. c.23K and/or 205 CMR, and shall assist the Commission and any federal or state law enforcement agency in the investigation and prosecution of such violation; provided, however, that no person who informs the Commission of such an action shall be discriminated against by Wynn as a consequence for having supplied such information.
49.	<b>Office space and parking</b>	Wynn shall provide an office for the Commission at the gaming establishment and the designated state police unit at the gaming establishment; provided, however, that the Commission shall establish the minimum requirements for

		square footage for the state police office, office furnishings and parking spaces.
50.	<b>Employment report</b>	Wynn shall collect and annually report to the Commission a detailed statistical report on the number, job titles, benefits and salaries of employees hired and retained in employment at the gaming establishment.
51.	<b>Employment of licensed or registered individuals</b>	Wynn shall employ only those persons licensed or registered by the Commission in accordance with G.L. c. 23K, § 30 and 205 CMR 134.00.
52.	<b>Doing business with licensed or registered vendors</b>	Wynn shall do business only with those vendors licensed or registered by the Commission in accordance with G.L. c.23K, § 31 and 205 CMR 134.00.
53.	<b>Demographic information</b>	Wynn shall provide to the Commission aggregate demographic information with respect to the gaming licensee's customers in a manner and under a schedule to be defined by the Commission.
54.	<b>On site space and training of employees relative to problem gambling.</b>	Wynn shall provide complimentary on-site space for an independent substance abuse, compulsive gambling and mental health counseling service and establish a program to train gaming employees in the identification of and intervention with customers exhibiting problem gaming behavior.
55.	<b>Problem gambling</b>	Wynn shall comply with all problem gambling related regulations and directives promulgated by the Commission including keeping conspicuously posted in the gaming area a notice containing the name and a telephone number for problem gambling assistance; provided, however, that the Commission may require Wynn to provide this information in more than 1 language.
56.	<b>Self-exclusion from marketing or promotional communications</b>	Wynn shall provide a process for individuals to exclude their names and contact information from its database or any other list held by Wynn for use in marketing or promotional communications.
57.	<b>Public health strategies</b>	Wynn shall institute additional public health strategies as required by the Commission during the term of the license.
58.	<b>Statistical reporting for MBE, WBE, and VBE</b>	Wynn shall collect and annually provide to the Commission a detailed statistical report on the total dollar

		amounts contracted with and actually paid to minority business enterprises, women business enterprises and veteran business enterprises in: (i) design contracts; (ii) construction contracts; and (iii) contracts for every good and service procured by the gaming establishment; provided, however, that such statistical report shall also identify the amounts so contracted as a percentage of the total dollar amounts contracted with and actually paid to all firms.
<b>59.</b>	<b>Unattended minors</b>	Wynn shall require its security personnel to conduct regular checks of parking areas for minors left in motor vehicles and immediately report any such finding to the Everett Police Department and on site state police.
<b>60.</b>	<b>Conditions Binding on Successors and Assigns</b>	All of the terms and conditions of the License shall be binding upon Wynn and its Affiliates and permitted successors and assigns.

DRAFT

		<b>Section 3</b>
	<b>Conditions Required to Mitigate Impacts to the City of Boston</b>	
<b>1.</b>	<b>Mitigation Required by MEPA</b>	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.
<b>2.</b>	<b>Interim Mitigation Plan</b>	If the MEPA process does not require mitigation measures for Main Street and Rutherford Avenue access into Sullivan Square Wynn shall nonetheless mitigate the traffic impacts of the Gaming Establishment on the Main Street and Rutherford Avenue access into Sullivan Square as may be reasonably required by the City of Boston based upon the data provided and used as basis for its issuance of any required permits. (“Boston Vehicle Traffic Data”). Wynn will complete all measures necessary for the mitigation of such traffic impacts and mitigation required by MEPA (together “Interim Mitigation Plan”) and such measures will be in place prior to the Opening Date. Such measures shall include, without limitation, physical improvements and Transportation Demand Management (“TDM”) measures.
<b>3.</b>	<b>Traffic Infrastructure Payments to Mitigate Traffic Issues in the City of Boston</b>	Wynn shall pay to the City of Boston a one time, upfront, non--refundable payment of Two Hundred Fifty Thousand Dollars (\$250,000.00), which amount shall be payable within sixty (60) days following the date that the License is awarded.  Within 90 days of the Opening Date and each year thereafter on the anniversary of the Opening Date during the term of the License Wynn shall pay to the City of Boston an annual payment of One Million Dollars (\$1,000,000.00) (“Traffic Infrastructure Payment”). The purpose of these payments is to fund traffic infrastructure improvements not required by MEPA but necessary to mitigate traffic impacts created by the Gaming Establishment. The City of Boston may request that the payment(s) or any portion thereof be used to cover the costs associated with the Sullivan Square Infrastructure Project (“SSIP”) defined below and/or may deposit the payment(s) or any portion thereof or direct Wynn to deposit the payment(s) or any portion thereof into the Sullivan

		Square Infrastructure Fund (“SSIF”) established below.
<b>4.</b>	<b>Public Safety Mitigation Payment</b>	<p>Wynn shall pay to the City of Boston the following amounts (collectively the “Public Safety Payment”):</p> <p>A one time, upfront, non--refundable payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00), which amount shall be payable as follows:</p> <p>Two Hundred Fifty Thousand Dollars (\$250,000.00) within sixty (60) days following the Effective Date of the License,</p> <p>Two Hundred Fifty Thousand Dollars (\$250,000.00) upon the one year anniversary of the Effective Date of the License, and</p> <p>Two Hundred Fifty Thousand Dollars (\$250,000.00) upon the second anniversary of the Effective Date of the License; and</p> <p>An annual payment of One Million Dollars (\$1,000,000.00) which amount shall be due on or before the ninetieth (90th) day following the Opening Date and on each annual anniversary thereof during the term of the License. The purpose of these payments is to enable the City of Boston to fund staffing and other public safety initiatives in the City of Boston during the construction phase of the Gaming Establishment and following the Opening Date.</p>
<b>5.</b>	<b>Community Fund Payment</b>	<p>An annual payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the “Community Fund Payment”), which amount shall be due on or before the ninetieth (90th) day following the Opening Date and on each annual anniversary thereof for the term of the License. The purpose of this payment is to support 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.</p>
<b>6.</b>	<b>Water Transportation Payment</b>	<p>Wynn shall pay to the City of Boston an annual payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Water Transportation Payment”), which amount shall be due on or before the ninetieth (90th) day following the Opening Date and on each annual anniversary thereof for the term of the</p>

		<p>License. The purpose of this annual payment is to enable the City of Boston to make certain improvements to facilities within the City of Boston to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation in the City of Boston Harbor related to the Project.</p>
<p><b>7.</b></p>	<p><b>Escalation of Payments</b></p>	<p>Beginning with the second annual payment, the Transportation Infrastructure Payment, Traffic Reduction Incentive Payment (defined below), the Public Safety Payment, the Water Transportation Payment and the Community Fund 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 Transportation Infrastructure Payment, the Public Safety Payment, the Water Transportation Payment and the Community Fund 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><b>8.</b></p>	<p><b>Business Development</b></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 Effective 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</p>

		<p>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 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>
<p><b>9.</b></p>	<p><b>Jobs Program</b></p>	<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</p>

		<p>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>
10.	<b>Responsible Gaming</b>	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



		<p>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 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.</p>
<p><b>11.</b></p>	<p><b>Look Back Studies</b></p>	<p>Wynn, at its expense, will conduct a look back study by an independent third party to analyze any significant adverse impact experienced by the City of Boston caused by (a) Gaming Establishment related public safety costs in excess of Public Safety Mitigation Payment above; (b) Gaming Establishment related traffic impacts with the exception of those on Rutherford Avenue and in Sullivan Square that cannot be mitigated by the Traffic Infrastructure Payments above; (c) Gaming Establishment related water, sewer, or storm water impacts; (d) Gaming Establishment related construction noise in the City of Boston in excess of levels permitted by federal, state or applicable and lawful City of Boston laws or codes; or (e) Gaming Establishment related construction or traffic impacts on Ryan Park.</p> <p>The look back study will be conducted at three milestones 12 months after the commencement of construction, 15 months after the Opening Date and again 63 months after the Opening Date. For each milestone, the third party will analyze data relating to such impacts and will issue a report setting forth the third party’s findings. The third party’s report will be completed no later than 15 months after the commencement of construction (“Construction Period Report”) , 18 months after the Opening Date (“1<sup>st</sup> Year Report”) and 60 months after the Opening Date, (“5<sup>th</sup> Year</p>

		<p>Report) respectively, provided, however that the third party shall submit a draft of the report to Wynn, the City of Boston and the Commission for their review and comments no later than 14 months after the commencement of construction, 17 months after the Opening Date and 65 months after the Opening Date, respectively. The third party shall review the comments from Wynn, City of Boston and the Commission and issue each a final report within the applicable time period set forth above.</p> <p>Upon the issuance of the final Construction Period Report, the 1<sup>st</sup> Year Report and 5<sup>th</sup> Year Report, Wynn and the City of Boston will work in good faith to mutually agree upon the dollar value of the significant and adverse impact, if any, identified in the Construction Period Report, 1<sup>st</sup> Year Report or the 5<sup>th</sup> Year Report, respectively. If the parties cannot agree on any additional cost required to mitigate the significant and adverse impact described in the Construction Period Report, 1<sup>st</sup> Year or 5<sup>th</sup> Year Report, the matter will be submitted to binding arbitration within 30 days after the issuance of the report in accordance with the procedures outlined in 205 CMR 125.01 (c). The selected arbitrator shall be limited to selecting the additional cost to mitigate submitted by one of the parties. Wynn will pay the additional cost to mitigate selected by the arbitrator within 30 days of the arbitrator’s decision. If the Wynn refuses to submit to arbitration, Wynn shall be obligated to pay the additional cost to mitigate requested by the City of Boston and if the City of Boston refuses to submit to arbitration, such refusal to submit to arbitration shall be deemed a waiver of the City of Boston’s right to any compensation.</p>
12.	<p><b>Reimbursement Of Expenses</b></p>	<p>In accordance with 205 CMR 114.03(2), Wynn shall reimburse Boston for actual, documented reasonable out-of-pocket expenses incurred by Boston 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.</p>

		<b>Section 4</b>
	<b>Conditions Required to Mitigate Traffic and Other Impacts Caused by the Construction and Operation of the Gaming Establishment</b>	
<b>1.</b>	<b>Definitions</b>	<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, 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, 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, the SSIP may be designed and constructed in its entirety or in phases.</p> <p><u>Sullivan Square Infrastructure Fund</u> (“SSIF”): the escrow fund created under Section 3 to hold the SSIP Percentage Share payments and the Traffic Reduction Incentive Payments.</p>
<b>2.</b>	<b>SSIP Percentage Share</b>	<p>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 10% of the costs (“SSIP Percentage Share”) up to \$200 million of the Sullivan Square Infrastructure Project (“SSIP”), (such costs to be determined as part of the City of Boston’s</p>

		<p>design process progressed to at least the 25% design stage) provided that the SSIP is designed, constructed and permitted to accommodate the traffic impacts of the Gaming Establishment. Such SSIP Percentage Share shall not exceed a total amount of \$20 million. Such payment shall be made directly to the SSIF escrow account. Wynn shall make an initial installment payment to the SSIF escrow account in the amount of \$10 million no later than 1 year after the Effective Date of the License.</p>
<p><b>3.</b></p>	<p><b>Interim Mitigation Plan/Traffic Reduction Incentive Payment</b></p>	<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 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 Interim Mitigation Plan (“Boston Permit Vehicle Trip Data”) described in Section 3.2 for a period beginning on the Opening Date and ending on the 10<sup>th</sup> anniversary of the Opening Date (“Traffic Reduction Incentive Payment”). 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><b>4.</b></p>	<p><b>SSIF Escrow Account</b></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</p>

		<p>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 Interim Mitigation Plan. The City of Boston shall submit invoices for the SSIP costs and/or any other costs allowed under this paragraph to the Commission for Commission review and approval. Upon approval of the requested reimbursement, the Commission shall advise the escrow agent to release funds in the approved amount. 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>
<p><b>5.</b></p>	<p><b>Transportation Demand Management</b></p>	<p>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 or such other mode shares as the Commission may require in the final License following the MEPA process.<sup>1</sup> 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 Interim Mitigation Plan/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</p>

<sup>1</sup> 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.

		<p>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”).</p> <p>The Commission shall review and approve or disapprove each such TDM Remediation Plan To ensure compliance with the TDM Remediation Plan the Commission may impose additional conditions on its approval of TDM Remediation Plan including, without limitation conditions requiring that Wynn shall (a) increase its use of alternative transportation methods, (b) make payments for failure to meet the mode share requirements, (c) participate in or form a Transportation Management Association as contemplated in the FEIR or in an approved SFEIR, (d) implement variable pricing or usage restrictions on parking garages for the Gaming Establishment, (e) pay additional mitigation fees to the City of Everett, other surrounding communities, and/or the City of Boston, or (f) implement other appropriate remedies to incentivize and ensure Wynn’s compliance with the TDM Remediation Plan and the then applicable TDM goals for the Gaming Establishment. Any remedies imposed by the Commission shall be in addition to any other payments required to be made by Wynn pursuant to the conditions of its License.</p>
6.	<b>Parking Garage: Number of Spaces</b>	As part of the License, the Commission shall approve the size and number of spaces to be built in the parking garage proposed for the Gaming Establishment. The Commission reserves the right as part of the TDM Program or TDM Remediation Plan to restrict the number of spaces available for use in the parking garage.
7.	<b>Amendment of Traffic Mitigation Conditions</b>	The Commission reserves the right to amend or modify any conditions of the License pertaining to transportation mitigation to accommodate changes in construction or mitigation plans. Wynn agrees to work with the Commission on such amendments or modifications in order to achieve the intent of these transportation mitigation conditions.
8.	<b>Community Outreach</b>	Wynn will engage in community outreach to the

		Charlestown neighborhood and consult with the neighborhood the 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.
<b>9.</b>	<b>Public Involvement Plan for Hazardous Materials</b>	Wynn will implement a Public Involvement Plan related to the cleanup of the site of the Gaming Establishment in accordance with 310 CMR 40.0000. A draft of the Public Involvement Plan, following the procedures described in 310 CMR 40.1405, will be provided to the Commission for its review and approval promptly after the award of the License. Pursuant to 310 CMR 40.1405, the initial mailing list will include 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 requires.
<b>10.</b>	<b>Failure to Obtain Required Permits from the City of Boston</b>	If Wynn fails to obtain any permits required from the City of Boston for the traffic mitigation described in Section 3 and Section 4 in the City of Boston by July 1, 2015 the Commission may in the Commission's discretion revoke the License awarded to Wynn..

		<b>Section 5</b>
	<b>Other Conditions</b>	
1.	<b>Building and Site Design</b>	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.	<b>Economic Development</b>	Wynn will commit 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.	<b>Hiring preference</b>	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.
4.	<b>Medical and Dental benefits</b>	Wynn will commit to provide medical and dental benefits to unionized and non-unionized employees at the Project at least commensurate with the benefit programs offered at Wynn's Nevada gaming facilities.