

SURROUNDING COMMUNITY AGREEMENT

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

This Surrounding Community Agreement (this "Agreement") is made and entered into as of April 22, 2014 (the "Effective Date"), by and between the City of Cambridge, Massachusetts ("Cambridge"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 795 Massachusetts Ave., Cambridge, MA 02139, acting by and through its City Manager, 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 ("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, Cambridge 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, Cambridge believes that the Project will bring economic development to Cambridge, create new jobs for Cambridge residents and new sources of revenue for the Cambridge business community, and as such, Cambridge desires to enter into this Agreement with Wynn to address the anticipated impact on Cambridge 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 Cambridge 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 Cambridge'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. Business Impact

1.1. 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.

1.2. In recognition of the above, and contingent upon acceptance by Wynn of a non-appealable License, the Parties have agreed as follows:

1.2.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 Cambridge vendors through local advertisements, coordination with the Cambridge Chamber of Commerce and such other reasonable measures as Cambridge may from time to time request. Wynn shall work with Cambridge to hold vendor fairs that provide Cambridge 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 Cambridge Chamber of Commerce and such other business groups or associations as Cambridge may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. Wynn shall, upon reasonable request, meet with Cambridge to provide updates on Wynn's efforts to comply with this section 1.2.A. Notwithstanding anything herein to the contrary, Wynn's obligations under this section 1.2.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.

1.2.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.

1.2.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 to Cambridge businesses.

1.2.D. 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. Cambridge 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 Cambridge's Chamber of Commerce, Cambridge Office of Tourism, and Cambridge Local First and other tourism organizations to include the City's businesses in the Concierge Program so that they may benefit from the Project. In furtherance thereof, contingent upon the acceptance by Wynn of a non-appealable License, Wynn has agreed to pay to Cambridge an annual payment of Twenty Five Thousand Dollars (\$25,000.00), 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 the duration of the initial License awarded to Wynn (i.e., fifteen (15) years) provided that Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site pursuant to the terms of such initial License. The purpose of this annual payment is to enable Cambridge, in coordination with Wynn, to develop initiatives to prepare local businesses to take advantage of the opportunities provided by the Project.

2. Jobs Program

2.1. The Parties acknowledge that Cambridge desires to help its community members and residents who are interested in attaining employment at the Project. The Parties agree that Cambridge'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 Cambridge's residents about available employment opportunities. The Parties shall coordinate in good faith to (i) develop training programs for potential candidates utilizing available resources within Cambridge including, without limitation, the culinary arts program at Cambridge Rindge and Latin school and (ii) develop training programs incorporating Wynn's five-star service program.

2.2. In recognition of the above, the Parties agree as follows:

2.2.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 Cambridge 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 Cambridge, advertise and hold at least one event for Cambridge residents at venues to be approved by Cambridge, 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.

2.2.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 Cambridge residents at venues to be approved by Cambridge, 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 Cambridge, to the extent that such a practice and its implementation is consistent with Federal, State or Municipal law or regulation.

2.2.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 2 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 2 shall be on a pooled basis with any other community that voluntarily enters into a surrounding community agreement with Wynn.

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

3. Community Support

3.1. The Parties shall coordinate in good faith to promote responsible gaming and to develop resources available to residents of Cambridge to address problem gambling. Further, to address any unanticipated adverse impacts, Wynn agrees to reasonably support for Cambridge's requests to the Commission or other state agencies for grants from the Community Mitigation Fund established under the Act.

3.2. As part of its charitable donation program and in recognition that employees of the Project will reside in Cambridge, Wynn will invite Cambridge to present, on an annual basis, the needs of the many important non-profit organizations throughout Cambridge. Wynn will consider, in good faith, the needs of such organizations in determining its charitable donations. In furtherance thereof and contingent upon the acceptance by Wynn of a non-appealable License, Wynn has agreed to pay to Cambridge an annual payment of Twenty Five Thousand Dollars (\$25,000.00), 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 the duration of the initial License awarded to Wynn (i.e., fifteen (15) years) provided that Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site pursuant to the terms of such initial License.

4. Transportation Impacts

4.1. The Commission has determined that there may be adverse impacts to the following intersection located in Cambridge: Land Boulevard/O'Brien Highway. To address any adverse impacts with respect to this intersection and contingent upon the acceptance by Wynn of a non-appealable License, Wynn has agreed to pay to Cambridge a one-time payment of 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 a non-appealable License for the Project. The purpose of this payment is to enable Cambridge to study and/or make certain improvements to the identified intersection to address any adverse impacts resulting from the development or operation of the Project.

4.2 The Parties acknowledge and agree that a comprehensive traffic solution for Sullivan Square, located adjacent to Cambridge, which is already severely impacted as a result of other developments, is highly advisable and beneficial to Cambridge and other neighboring communities. In recognition thereof and contingent upon the acceptance by Wynn of a non-appealable License, the Parties agree that Wynn will work with Cambridge and other interested neighboring communities to implement improvements to Sullivan Square estimated at approximately Six Million Dollars (\$6,000,000). In addition, Wynn will cooperate with efforts by Cambridge 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 Sullivan Square.

4.3. 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 Cambridge and the Project. In furtherance thereof, contingent upon the acceptance by Wynn of a non-appealable License, Wynn has agreed to pay to Cambridge an annual payment of Fifty Thousand Dollars (\$50,000.00), 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 the duration of the initial License awarded to Wynn (i.e., fifteen (15) years) provided that Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site pursuant to the terms of such initial License. The purpose of this annual payment is to enable Cambridge to make certain improvements to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation resulting from the Project.

4.4. The Parties acknowledge and agree that the implementation of transit solutions will be beneficial for the Project and the greater transportation network. The Parties will work together in good faith to develop and implement transit alternatives for the Project.

4.5 The Parties will work together in good faith to coordinate efforts with respect to law enforcement programs between the communities of Cambridge, Somerville and Everett.

5. Cambridge Obligations

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

5.1.A. Cambridge shall support the Project and agrees to make reasonable efforts, to be determined by the City, to assist Wynn in obtaining any and all permits, certifications, legislation or regulatory approvals from governmental entities and officials.

5.1.B. Cambridge, in conjunction with Wynn, 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.

6. Additional Terms and Conditions

6.1. Term. This Agreement shall remain in effect for such time as Wynn maintains, operates and controls the Project pursuant to the License; provided that each of the payments hereunder shall continue for the duration of the initial License awarded to Wynn.

6.2. 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.

6.3. Non-Transferrable - Non-Assignable. Neither Wynn nor Cambridge 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 a 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.

6.4. 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 any of the provisions hereof. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

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

6.10. 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 Cambridge:

To: Rich Rossi
City Manager
City of Cambridge
795 Massachusetts Ave.
Cambridge, MA 02139
rrossi@cambridgema.gov

with copies to:

Lee Gianetti
Director of Communications & Community Relations
City of Cambridge
795 Massachusetts Ave.
Cambridge, MA 02139
lgianetti@cambridgema.gov

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
Kim.sinatra@wynnresorts.com

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 Cambridge shall not be deemed effective unless accomplished during normal business hours and days of operation of the City of Cambridge. Each Party shall ensure that the other party is notified in writing immediately of any changes in the contact and address information above.

6.11. 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.

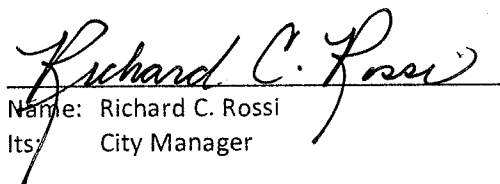
6.12. Default and Rights in the Event of Default. The following actions or events shall constitute an “Event of Default” under this Agreement: (i) a material breach by a party of any acknowledgement, representation or warranty expressly set forth in this Agreement; or (ii) a material failure by a party to perform any covenants, duties, obligations or other requirements set forth in this Agreement. If any Event of Default occurs, the non-defaulting party shall have the right to (a) cancel and/or suspend its obligations under this Agreement, (b) exercise against the defaulting party any rights and remedies available to the non-defaulting party, and/or (c) terminate this Agreement, in which case this Agreement shall terminate on either the date specified by the non-defaulting party in the termination notice. 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.

6.13. 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 Cambridge 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.

6.14. Use of Mitigation Payments. Notwithstanding anything herein to the contrary, all payments made by Wynn to Cambridge pursuant to the terms of this Agreement shall remain in the exclusive custody and control of Cambridge, and shall be used and applied at Cambridge’s sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures related to the Project that Cambridge deems necessary and suitable.

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 22nd day of April, 2014.

City of Cambridge:


Name: Richard C. Rossi
Its: City Manager

Wynn MA, LLC

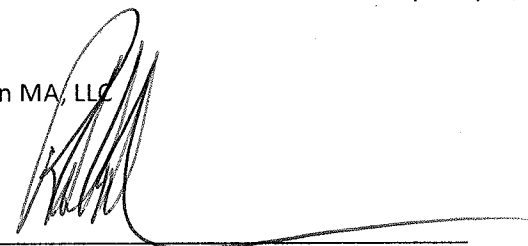

Name: Robert J. DeSalvio
Its: Senior Vice President – Development
Wynn Resorts Development

Exhibit A

