

## SURROUNDING COMMUNITY AGREEMENT

### By and Between the City of Somerville, Massachusetts and Wynn MA, LLC

This Surrounding Community Agreement (this "Agreement") is made and entered into as of June 12, 2014 (the "Effective Date"), pursuant to the June 9, 2014 Report and Arbitral Award issued to the Parties under 205 CMR 125.01(6)(c), by and between the City of Somerville, Massachusetts ("Somerville"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 93 Highland Ave Somerville, MA 02143, acting by and through its Mayor, and Wynn, MA LLC ("Wynn"), a limited liability company 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, Somerville 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 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 Somerville desires to mitigate any anticipated adverse impacts from the development and operation of the Project;

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. Stipulations of Known Impacts

- 1.1. The Parties intend that this Section 1 shall be deemed the "stipulations of known impacts" that are required to be included in this Agreement pursuant to Section 15(9) of Chapter 23K.
- 1.2. The Parties acknowledge and agree that the proximity of the Project to the Assembly Row and Assembly Square developments may result in additional pedestrian and vehicular traffic in Somerville. The projects identified in the provisions in this Agreement regarding infrastructure improvements are intended to mitigate such impacts.
- 1.3. The Project may have an impact on municipal services and require additional expenditures by Somerville in order to provide such services. Wynn's payments to Somerville under this Agreement are intended to provide Somerville with adequate resources to mitigate any such impacts.

## **2. Business Impact**

**2.1.** The Project may provide certain opportunities for the local business community and, in particular, Assembly Row and Assembly Square. In furtherance thereof, contingent upon the receipt of a non-appealable License, Wynn has agreed to pay to Somerville an annual payment of One Hundred Fifty Thousand Dollars (\$150,000.00), which amount shall be due on or before the ninetieth (90<sup>th</sup>) 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 Somerville, in coordination with Wynn, to develop initiatives to prepare local businesses to take advantage of the opportunities provided by the Project.

**2.2.** In recognition of the above, and contingent upon the receipt of a non-appealable License, the Parties have agreed as follows:

**2.2.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 Somerville vendors through local advertisements, coordination with the Somerville Chamber of Commerce and such other reasonable measures as Somerville may from time to time request. In furtherance thereof, following the opening of the Project to the public, on an annual basis, 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 Somerville. Wynn will conduct a business-to-business workshop in Somerville to familiarize community businesses with the full range of vendor opportunities related to Project 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. Wynn shall, on at least an annual basis, consult with the Somerville Chamber of Commerce and such other business groups or associations as Somerville may reasonably request to identify opportunities in furtherance of the objectives set forth in this Section. Wynn shall, on an annual basis upon request by Somerville, meet with Somerville and provide an accounting of its expenditures within Somerville under this Section 2.2.A. Notwithstanding anything herein to the contrary, Wynn's obligations under this Section 2.2.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.

**2.2.B.** 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 Somerville 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 employee and customer loyalty programs. 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.

**2.3.** 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. Prior to the opening of the Project, Wynn will work with Somerville's Chamber of Commerce to include Somerville businesses in the Concierge Program so that they may benefit from the Project.



**3. Jobs Program**

**3.1.** The Parties acknowledge that Somerville desires to help its community members and residents who are interested in attaining employment at the Project. The Parties agree that Somerville'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 Somerville's residents about available employment opportunities.

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

**3.2.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 Somerville 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 Somerville, advertise and hold at least one event for Somerville residents at venues to be approved by Somerville, 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.

**3.2.B.** Prior to beginning the process of hiring employees (other than internally) for the Project, Wynn shall, in coordination with Somerville, advertise and hold at least one event for Somerville residents at venues to be approved by Somerville, 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 addition, Wynn will work with non-profit entities to develop a job readiness training program that will be available to residents of Somerville. In seeking to fill vacancies at the Project, Wynn will give preference to properly qualified residents of Somerville, to the extent that such a practice and its implementation is consistent with Federal, State or Municipal law or regulation.

**3.2.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 3 shall be secondary to the preferences provided by Wynn in such agreements. In addition, the Parties acknowledge and agree that the preferences provided in this Section 3 shall be on a pooled basis with any other community that enters into a surrounding community agreement with Wynn.

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

**4. Responsible Gaming**

**4.1.** The Parties shall coordinate in good faith to promote responsible gaming and to develop resources available to residents of Somerville to address problem gambling. In furtherance thereof, Wynn agrees that it will use commercially reasonable efforts to not send any marketing materials to residents of Somerville 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 Somerville and its residents with access to any compulsive gambling services associated with the Project and shall make available to Somerville its resources and employees as may be reasonably necessary to publicize the services and conduct any educational programs. Further, to address any unanticipated adverse impacts, Wynn agrees to reasonably support for Somerville's requests to the Commission or other state agencies for grants from the Community Mitigation Fund established under the Act.

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## **5. Transportation Impacts**

**5.1.** 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 Somerville and contingent upon the acceptance by Wynn of a non-appealable License, Wynn agrees to complete all necessary improvements as determined in accordance with the MEPA process:

1. I-93 Southbound Off-ramp/I-93 Northbound On-ramp/Mystic Avenue (Route 38), Somerville;
2. I-93 Northbound Off-ramp/McGrath Highway (Route 28), Somerville;
3. Mystic Avenue (Route 38)/McGrath Highway (Route 28), Somerville;
4. Mystic Avenue (Route 38)/I-93 Southbound On-ramp Diverge, Somerville;
5. Broadway/McGrath Highway (Route 28), Somerville; and
6. Mystic Avenue (Route 38)/I-93 Northbound On-ramp Diverge, Somerville.

**5.2.** The Parties acknowledge and agree that a comprehensive traffic solution for Sullivan Square, located adjacent to Somerville, which is already severely impacted as a result of other developments, is highly advisable and beneficial to Somerville 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 Somerville and other interested neighboring communities to implement improvements to Sullivan Square estimated at approximately Six Million Dollars (\$6,000,000). Wynn shall implement all such improvements in accordance with the Massachusetts Environmental Policy Act ("MEPA"). In addition, Wynn will cooperate with efforts by Somerville 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.

**5.3.** 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 Somerville 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 Somerville and other interested neighboring communities to commission a permanent improvements study of the Wellington Circle, and Wynn will fund such study. 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)). Following the completion of the study and design, Wynn will cooperate with efforts by Somerville 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. Pending completion of the study and design, Wynn will fund and undertake interim improvements to Wellington Circle in accordance with MEPA.

**5.4.** The Parties acknowledge and agree that the proximity of the Project to the Assembly Row and Assembly Square developments may result in additional pedestrian and vehicular traffic in Somerville. As a result, 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. In recognition of the above, and contingent upon the receipt of a non-appealable License, Wynn has agreed to pay to Somerville an annual payment of Two Hundred Fifty Thousand Dollars (\$250,000.00), which amount shall be due on or before the ninetieth (90<sup>th</sup>) 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 Somerville to fund staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in Somerville and additional costs, if any, incurred in mutual aid responses to the Project. In addition, to facilitate pedestrian and bicycle access, Wynn has committed to increase access and capacity trails and park land along the Mystic River and Broadway. Wynn will coordinate the signage on



the Project to create continuity for pedestrian and bicycle use of such pathways and will participate in regional efforts to enhance and develop such path ways.

**5.5.** The Parties acknowledge that Wynn intends to implement a water transportation program to service the Project. In furtherance thereof, contingent upon the receipt of a non-appealable License, Wynn has agreed to pay to Somerville an annual payment of One Hundred Fifty Thousand Dollars (\$150,000.00), which amount shall be due on or before the ninetieth (90<sup>th</sup>) 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 Somerville to make certain improvements to facilitate water transportation and to fund staffing and other public safety initiatives related to increased use of water transportation. In addition, Wynn will participate in regional discussions regarding a walk/bike connection across the Mystic River to be built on or in the direct vicinity of the dam structure and will consider, in good faith, contributing, with other neighboring communities and businesses, to the design and construction of a connection.

**5.6.** Except with Somerville's express permission, Wynn will not use any location in Somerville as a satellite pick-up/drop-off site to and from the Project for its employees generally; provided, however, Wynn, in coordination with Somerville, may provide transportation for employees who are residents of Somerville. In addition, Wynn will not have stops for so-called "line-runs," or regularly scheduled bus or shuttle routes, in Somerville, provided that, subject to meeting legal requirements, Wynn will be able to provide transportation to patrons which whom it has established a relationship and will be able to provide transportation home to any patron residing in Somerville.

**5.7.** Except with Somerville's express permission, neither Wynn nor any of its affiliates, successors or assigns shall construct a satellite parking or other facility associated with the Project within Somerville.

**5.8.** In an effort to limit the number of casino visitors leaving the facility who should not be operating a motor vehicle, as part of its training program, Wynn agrees to incorporate a training program (e.g., TIPS (Training Intervention Procedures and Services Program)) for alcohol servers and other employees.

## **6. Somerville Community Fund**

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

**6.2.** In recognition of the above, and contingent upon the receipt of a non-appealable License, Wynn has agreed to pay to Somerville an annual payment of One Hundred Thousand Dollars (\$100,000.00), which amount shall be due on or before the ninetieth (90<sup>th</sup>) 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 Mayor of Somerville agrees to establish a Committee tasked with reviewing requests for assistance from qualified organizations and making determinations on the awarding of any portion of this payment. The purpose of this payment is to support the community's broad range of cultural events, street fairs, art shows, festivals and related activities that promote the community's heritage, quality of life, recreational and cultural activities.



**7. Other Obligations**

**7.1.** So as to mitigate impacts on the City of Somerville, Somerville, in coordination with Wynn, shall use reasonable 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.

**7.2.** Wynn shall, on a periodic basis, upon the reasonable request of Somerville, attend meetings organized by Somerville, at which it will address questions regarding the Project.

**8. Reimbursement of Consulting and Legal Fees**

**8.1.** In accordance with the terms of 205 CMR 114.03(2)(a), Wynn agrees to reimburse Somerville for actual, documented out-of-pocket expenses incurred by Somerville for legal, financial and other professional services deemed necessary by Somerville for the cost of determining the impact of the proposed gaming establishment and for the negotiation and execution of this Agreement. Somerville and Wynn agree that the amount to be paid by Wynn to Somerville hereunder is \$150,000. Said payment shall be made by Wynn to Somerville, without further submittal by Somerville of any additional letter or documentation, no later than July 11, 2014 and shall be in full satisfaction of Wynn's obligations under 205 CMR 114.03(2) and Section 8.1 of this Agreement.

**9. Additional Terms and Conditions**

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

**9.2. 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.

**9.3. Non-Transferrable - Non-Assignable.** Neither Wynn nor Somerville 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.

**9.4. 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 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.

**9.5. 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.

**9.6. 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.



**9.7. 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.

**9.8. 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.

**9.9. Organizational Status in State of Organization and in the Commonwealth of Massachusetts.** Wynn acknowledges that it shall notify Somerville 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.

**9.10. 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 Somerville:

To: City of Somerville  
93 Highland Avenue  
Somerville, MA 02138  
Attn: Office of the Mayor

with copies to:

City of Somerville  
93 Highland Avenue  
Somerville, MA 02138  
Attn: Office of the City Solicitor

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



**9.11. 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.

**9.12. 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.

**9.13. 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. 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.

**9.14. Studies.** Section 71 of the Act requires the Commission to establish an annual research agenda to assist in understanding the social and economic effects of casino gambling in Massachusetts and to minimize the harmful impacts. Section 71 identifies three essential elements of this research agenda: (1) understanding the social and economic effects of expanded gambling, (2) implementing a baseline study of problem gambling and the existing prevention and treatment programs that address its harmful consequences, and (3) obtaining scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of gambling. In furtherance thereof, the Commission has commissioned a \$3.6 million baseline study to be conducted by the University of Massachusetts Amherst School of Public Health and Health Science on the social and economic impacts of casino gambling in Massachusetts. Additional studies will be undertaken once the gaming establishments are open for the specific purpose of determining impacts.

**9.15. Triggering Events.** Consistent with the regulations promulgated by the Commission and, in particular, 205 CMR 127.00 Reopening Mitigation Agreements, Wynn and Somerville shall negotiate in good faith to determine whether an amendment to this Agreement is necessary if a "triggering event" (as defined in 205 CMR 127.02) occurs. Nothing in this paragraph shall constitute a waiver or limitation of the City's rights under 205 CMR 127 or other applicable law.

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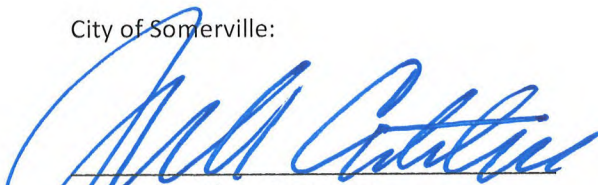


**9.16. Escalation of Payments.** Beginning with the sixteenth (16<sup>th</sup>) annual payment made by Wynn to Somerville, the annual payments identified on Exhibit B attached hereto and incorporated herein by this reference shall increase by five percent (5%), as set forth in Exhibit B. Thereafter, during the term of this Agreement, such five percent (5%) increase shall be applied to the applicable annual payments after the payment of every five (5) annual payments as more specifically set forth in Exhibit B.

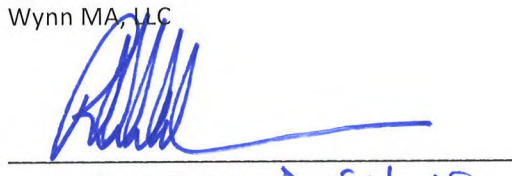
IN WITNESS WHEREOF, the parties, by and through the signatories below, acknowledge they are duly authorized and have the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement, and hereto have hereunto set their hands and seals on this 12th day of June, 2014.

City of Somerville:

Wynn MA, LLC

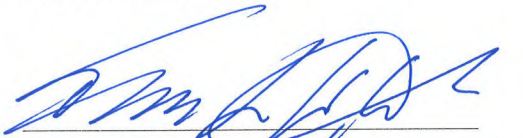


Mayor Joseph A. Curtatone



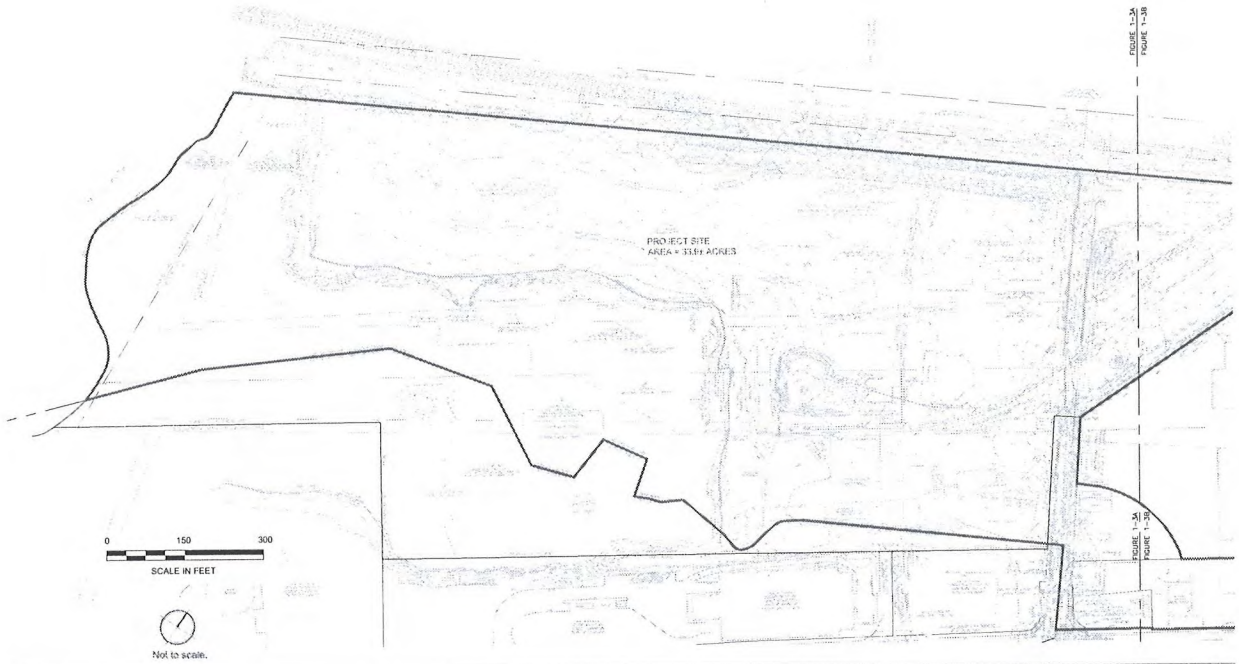
ROBERT J. DESALVIO

Approved as to form:



FRANCIS X. WROUGHTON JR.  
CITY SOLLICITOR

# Exhibit A



Wynn Everett  
Everett, Massachusetts

Figure 1-3  
Existing Site Conditions (1 of 2)  
Source: Feldman Professional Land Surveyors, 2013

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**Exhibit B**

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

	First 15 Payments	Subsequent Five Payments, Beginning with 16 <sup>th</sup> Annual Payment
Business Development Fund	\$150,000.00	\$157,500.00
Public Safety Payment	\$250,000.00	\$262,500.00
Non-Profit Contribution	\$100,000.00	\$105,000.00
Water Transportation	\$150,000.00	\$157,500.00
TOTAL	\$650,000.00	\$682,500.00

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:

	20th Annual Payment	Subsequent Five Payments, Beginning with 21st Annual Payment
Business Development Fund	\$157,500.00	\$165,375.00
Public Safety Payment	\$262,500.00	\$275,625.00
Non-Profit Contribution	\$105,000.00	\$110,250.00
Water Transportation	\$157,500.00	\$165,375.00
TOTAL	\$682,500.00	\$716,625.00

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