

## SURROUNDING COMMUNITY AGREEMENT

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

This Surrounding Community Agreement (this "Agreement") is made and entered into as of November 12, 2013 (the "Effective Date"), by and between the City of Malden, Massachusetts ("Malden"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices located at 200 Pleasant Street, Malden, Massachusetts, County of Middlesex, acting by and through its Mayor with approval of the Malden City Council as required under M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and the Malden City Charter, and Wynn, MA LLC, a subsidiary of Wynn Resorts, Limited ("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 plans to apply 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, Malden shares a border with the City of Everett, Massachusetts, and may be impacted by the development of the Project, and the Act and regulations relating thereto, including 205 CMR 125.00 *et seq.*, permit Wynn to enter surrounding community agreements to address surrounding community impact as well as demonstrate advancement of the Act and public support for its proposed development;

And whereas, Malden believes that the Project will bring economic development to Malden, create new jobs for Malden residents and new sources of revenue for the Malden business community, and as such, Malden desires to enter into this Agreement with Wynn to address the anticipated impact on Malden 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 Malden 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 Malden'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. Malden as a Transportation Hub

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

- To facilitate public transportation to the Project, the Parties shall identify a specific portion of the Malden Center MBTA station and/or surrounding area to be used exclusively for Wynn shuttles serving Wynn guests, invitees, employees and/or vendors of the Project arriving to the area via public transportation including buses, trains, water services, or commuter rail services.
- The Parties will explore the use of covered parking facilities within the City of Malden to provide additional off-site parking for Wynn employees and/or vendors who would utilize Wynn shuttles to and from the Project. The specifics of such an agreement, if one can be reached, shall be contained in a separate document outlining the terms of such agreement in its entirety.
- The Parties shall work together to promote Malden as a "transportation hub" for Wynn guests, invitees, employees and/or vendors while also providing said individuals with a positive impression of Malden. The foregoing will be accomplished through mutually agreed upon promotional materials and improvements (including, without limitation, safety upgrades, improved lighting, fixtures, signage and beautification efforts) to the Malden Center MBTA station and surrounding area.
- In addition, the Parties will work with Malden's business community to promote and support businesses so that they may benefit from and effectuate the use of Malden as a "transportation hub," as contemplated herein.

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

1.2.A. A one time, upfront, non-refundable payment of Five Hundred Thousand Dollars (\$500,000.00), which amount shall be due upon the date that the License is awarded.

1.2.B. An annual payment of Three Hundred Twenty Five Thousand Dollars (\$325,000.00), 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 and shall increase by two and one-half percent (2.5%) per annum, with an additional adjustment on the fifth (5<sup>th</sup>) annual payment. See Appendix A for payment detail summary.

1.2.C. An annual payment of One Hundred Thousand Dollars (\$100,000), 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. This annual payment shall continue for as long as Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site and shall increase by two and one-half percent (2.5%) per annum, with an additional adjustment on the fifth (5<sup>th</sup>) annual payment. See Appendix A for payment detail summary. The purpose of this annual payment is to enable Malden to assist businesses in effectuating aesthetic upgrades and enable them to participate in the opportunities that will be available as a result of the Project's use of Malden as a "transportation hub."

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

## **2. Transitional Roads in Malden**

**2.1.** The Parties recognize and agree that due to the historic connectivity between the City of Everett and the City of Malden (i.e., the City of Everett was formerly a part of the City of Malden), the roadway system flow from one city to the other. Therefore, certain improvements may be required in order to maintain a consistent aesthetic, quality, signage and safety improvements.

**2.2.** In recognition of the above, and contingent upon the receipt of the License, Wynn has agreed to pay to the City of Malden the following amounts (collectively, the "Transitional Roads Payment"):

**2.2.A.** A one time, upfront, non-refundable payment of Three Hundred Thousand Dollars (\$300,000.00), which amount shall be due upon the award of the License. The purpose of this payment is to enable Malden to make certain roadway improvements on all transitional roads in preparation for the Project, which shall include aesthetic, quality, signage and safety improvements.

**2.2.B.** An annual payment of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), 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 and shall increase by two and one-half percent (2.5%) per annum, with an additional adjustment on the fifth (5<sup>th</sup>) annual payment. See Appendix A for payment detail summary. The purpose of this payment is to enable Malden to make certain roadway improvements, as needed, to address aesthetic, quality, signage and safety needs.

**2.2.C.** Notwithstanding anything herein to the contrary, the Transitional Roads Payment shall remain in the exclusive custody and control of Malden, and shall be used and applied at Malden's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures Malden deems necessary and suitable.

## **3. Public Safety Impact relating to Roadway Safety**

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

**3.2.** In recognition of the above, and contingent upon the receipt of the License, Wynn has agreed to pay to the Malden the following amounts (collectively, the "Public Safety Payment"):

**3.4.A.** A one time, upfront, non-refundable payment of Two Hundred Thousand Dollars (\$200,000.00), which amount shall be due upon the award of the License.

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**3.4.B.** 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 and shall increase by two and one-half percent (2.5%) per annum, with an additional adjustment on the fifth (5<sup>th</sup>) annual payment. See Appendix A for payment detail summary. The purpose of this payment is to enable Malden to fund staffing and other public safety initiatives related to increased pedestrian and vehicular traffic in the City of Malden.

**3.4.C.** Notwithstanding anything herein to the contrary, the Public Safety Payment shall remain in the exclusive custody and control of Malden, and shall be used and applied at Malden's sole discretion and determination toward any impact, infrastructure, improvement and/or mitigation measures Malden deems necessary and suitable.

#### **4. Business Impact**

**4.1.** 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.

**4.2.** In recognition of the above, and contingent upon the receipt of the License, the Parties have agreed as follows:

**4.2.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 Malden vendors through local advertisements, coordination with the Malden Chamber of Commerce and such other reasonable measures as the City may from time to time request. In furtherance thereof, Wynn agrees to use good faith efforts to purchase at least Ten Million Dollars (\$10,000,000.00) of goods and services from vendors with a principal place of business in Malden. Wynn shall work with Malden to hold vendor fairs that provide Malden 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 Malden Chamber of Commerce and such other business groups or associations as Malden may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. Wynn shall, upon reasonable request, meet with Malden to provide updates on Wynn's efforts to comply with this section 4.2.A. Notwithstanding anything herein to the contrary, Wynn's obligations under this section 4.2.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.

**4.2.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.

**4.2.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 Malden businesses. Wynn commits to purchase and issue at least Twenty Five Thousand Dollars (\$25,000.00) in such vouchers and gift certificates annually from local businesses for use in its customer loyalty programs.

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

## **5. Jobs Program**

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

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

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

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

**5.2.C.** Notwithstanding anything herein to the contrary, in recognition of Wynn's host community agreement with the City of Everett, the Parties acknowledge and agree that the preference provided in this section 5 shall be secondary to the preference provided by Wynn in its host community agreement. In addition, the Parties acknowledge and agree that the preferences provided in this section 5 shall be on a pooled basis with any other community that voluntarily enters into a surrounding community agreement with Wynn prior to the filing of the application by Wynn for the License.

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

## **6. Malden Community Fund**

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

**6.2.** In recognition of the above, and contingent upon the receipt of the License, Wynn has agreed to pay to the Malden the following "Community Fund Payment":

**6.2.A.** 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 and shall increase by two and one-half percent (2.5%) per annum, with an additional adjustment on the fifth (5<sup>th</sup>) annual payment. See Appendix A for payment detail summary.

**6.2.B.** Malden agrees to establish a Committee or Board tasked with reviewing requests for assistance from qualified organizations and making determinations on the awarding of any portion of the Community Fund Payment.

## **7. Targeted Traffic Study**

**7.1.** The Parties acknowledge and anticipate that Wellington Circle, although not located in Malden, has a significant impact on traffic flow in Malden. 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 Malden and other neighboring communities.

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

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

**7.2.B.** Following the results of the permanent improvements study, Wynn will fund up to twenty-five percent (25%) of the concept design (up to One Million Dollars (\$1,000,000.00) for the agreed upon approach.

**7.2.C.** Following the completion of the study and design, Wynn will cooperate with efforts by Malden 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.

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

## **8. Look Back Provision**

**8.1.** The Parties agree that best efforts have been made to anticipate impacts to Malden, and to utilize this Agreement as the framework for mitigating those anticipated impacts. The Parties also acknowledge that there may be impacts that are difficult to anticipate now, but that may be meaningful or become significant and apparent once the Project has been completed and is fully operational.

**8.2.** The Parties agree to negotiate in good faith to address any and all unanticipated, material impacts which may occur following the completion of the Project, including, but not limited to, unknown mitigation measures necessitated by the completion and operation of the Project, as well as mitigation measures contemplated herein which may in time become less than satisfactory to address and resolve mitigation necessary as a result of said development and operation.

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8.3. Wynn agrees that, upon the written request of Malden, within 30 (thirty) days, to meet with Malden officials for the purpose of reviewing any unanticipated or unrealized material impacts.

8.4. Any modifications following review and negotiation shall be made as an Addendum to this Agreement and shall be in writing and signed by the authorized individuals from each of the Parties.

## **9. Agreement to Reopen**

9.1. The Parties recognize the benefit and value of Malden entering into this Agreement at this early stage, and the positive impact it will have on the overall application by Wynn for the License. As the single largest community neighboring the City of Everett, Malden is pleased to provide support to the City of Everett in its desire to take advantage of this opportunity for a development of this size.

9.2. In recognition of the foregoing, the Parties agree that in the event that the total economic value of any other surrounding community agreement voluntarily entered into by Wynn and any other surrounding community, if any, but excluding the City of Boston, exceeds the total value of this Agreement by more than ten percent (10%), the Parties shall negotiate in good faith for additional amounts to be paid by Wynn to Malden in recognition of Malden's support for the Project and good faith in entering into this Agreement.

9.3. Wynn agrees to provide to Malden copies of any surrounding community agreements voluntarily entered by Wynn and any other surrounding communities, if any, and to provide any subsequent modifications and amendments thereto, within thirty (30) days following the execution of said agreements, modifications and amendments.

9.6. Wynn agrees that upon the written request of Malden, within thirty (30) days, to meet with Malden officials for the purpose of reviewing and negotiating any additional payments contemplated herein.

9.7. Any modifications following review and negotiation shall be made as an Addendum to this Agreement and shall be in writing and signed by the authorized individuals from each of the Parties.

## **10. Malden Obligations**

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

10.1.A. Malden shall support the Project and agrees to actively work with and assist Wynn and its contractors and agents to obtain any and all permits, certifications, legislation or regulatory approvals from governmental entities and officials.

10.1.B. Malden, in coordination with Wynn and the City of Everett, shall exercise best efforts to petition the Massachusetts Gaming Commission for monies made available under the Act, including, but not limited to, those monies in the Community Mitigation Fund and the Transportation Infrastructure Fund.

## **11. Additional Terms and Conditions**

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

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**11.2. 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.

**11.3. Non-Transferable - Non-Assignable.** Neither Wynn nor Malden 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 the 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.

**11.4. 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.

**11.5. 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.

**11.6. 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.

**11.7. 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.

**10.8. 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.

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

**10.12. 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:

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In the case of notice to Malden:

To: Mayor  
City of Malden  
Office of the Mayor  
200 Pleasant Street  
Malden, MA 02148

with copies to:

City Solicitor  
City of Malden  
Malden Legal Department  
200 Pleasant Street  
Malden, MA 02148

Controller  
City of Malden  
Office of the Controller  
200 Pleasant Street  
Malden, MA 02148

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

**10.13. 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.

**10.14. 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.

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Appendix A

Direct Payments to Malden

<u>Category</u>	<u>Upfront</u>	<u>Year 1</u> <u>Annual</u>	<u>Year 2</u> <u>Annual</u>	<u>Year 3</u> <u>Annual</u>	<u>Year 4</u> <u>Annual</u>	<u>Year 5</u> <u>Annual</u>
Transportation Hub Payment	\$500,000	\$325,000	\$333,125	\$341,453	\$349,989	\$400,000
Public Safety Payment	\$200,000	\$250,000	\$256,250	\$262,656	\$269,223	\$290,000
Transitional Roads Payment	\$300,000	\$225,000	\$230,625	\$236,391	\$242,300	\$250,000
Business Improve Fund	\$0	\$100,000	\$102,500	\$105,063	\$107,689	\$110,000
Community Impact Fund	\$0	\$100,000	\$102,500	\$105,063	\$107,689	\$125,000
Totals:	\$1,000,000	\$1,000,000	\$1,025,000	\$1,050,625	\$1,076,891	\$1,175,000

1. Year six (6) and subsequent annual payments shall increase at a rate of two and one-half percent (2.5%) annually from the Year 5 payment reflected above.

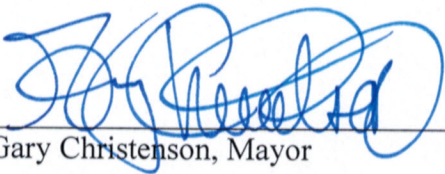
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**10.15. Governing Law and Forum in Event of Dispute.** This Agreement shall be subject to, governed under, and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts, including any amendments thereto which may occur 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 Malden 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.

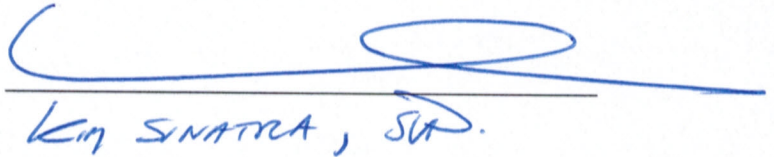
IN WITNESS WHEREOF, the parties, by and through the signatories below, acknowledge they are duly authorized and have the full power, right and authority to enter into, execute, deliver, and perform the terms and conditions of this Agreement, and hereto have hereunto set their hands and seals on this 12th day of November, 2013.

City of Malden:

Wynn MA, LLC



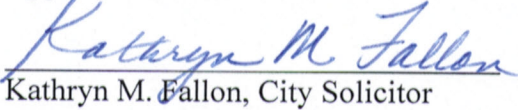
Gary Christenson, Mayor



Ken SINATRA, Sr.

Approved as to Form:

Approved:



Kathryn M. Fallon, City Solicitor



Charles Ranaghan, Controller

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