

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

10.11. 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 Boston:

To: Mayor
City of Boston
1 City Hall Square, Suite 500
Boston, MA 02201-2013

with copies to:

City of Boston
Office of Gaming Accountability
1 City Hall Square
Boston, MA 02201-2013

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

10.12. 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.

10.13. 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.

10.14. 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 in Woburn, Massachusetts. The prevailing Party in any action after the exhaustion of all appeals 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.

10.15. Studies and Triggering Events. 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. In addition, consistent with the regulations promulgated by the Commission and, in particular, 205 CMR 127.00 Reopening Mitigation Agreements, Wynn and Boston 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.

10.16. Escalation of Payments. Beginning with the second annual payment, the Community Impact Fee shall be adjusted to reflect any increase in the cost of living based upon the CPI (as defined below), calculated as the average annual increase over the immediately prior twelve (12) month period. "CPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items, 1982-84=100. In the event that the United States Department of Labor shall cease to promulgate the CPI, the Community Impact Fee shall be increased annually by one percent (1%) beginning with the later of the second annual payment or the year in which the United States Department of Labor ceases to promulgate the CPI.