

Any such additional mitigation shall take into account any current or planned progress on the Sullivan Square Infrastructure Plan.

7.2 Pursuant to the terms of the Secretary's Certificate, Wynn has also agreed to an annual operating subsidy for additional train service on the Orange Line in the amount of Three Hundred Eighty Thousand Nine Hundred Dollars (\$380,900) (approximately Seven Million Four Hundred Thousand Dollars (\$7,400,000), including escalation over the term of the License), which will benefit the City's residents who utilize the Orange Line.

7.3 In addition to the Mitigation Improvements, due to the longstanding congestion issues in the Sullivan Square/Rutherford Avenue area, the Parties recognize that a longer-term, regional solution is needed at this location. The Massachusetts Department of Transportation has formed a Regional Working Group to address all transportation issues associated with the impact of the Project and other planned development on the future conditions in this area and Wynn has committed to provide Two Hundred and Fifty Thousand Dollars (\$250,000) in funding to support this Regional Working Group. The Parties hereby agree to continue good faith participation in this Regional Working Group and to work in good faith to obtain full financing for the implementation of the Sullivan Square Infrastructure Project, as defined below. In addition to the Mitigation Improvements, Wynn shall be responsible for a payment equal to Twenty Five Million Dollars (\$25,000,000), provided that the Sullivan Square Infrastructure Project (as defined below) is designed, constructed, and permitted to accommodate the traffic impacts of the Project. Wynn shall make the payment to the SSIP Fund (as defined below) in equal annual installments of Two Million Five Hundred Thousand Dollars (\$2,500,000) beginning on the first anniversary of the Opening Date for a term of ten (10) years, or such other installments as may be agreed upon by the Parties.

7.4 For purposes of this Agreement, the "Sullivan Square Infrastructure Project" shall mean the design, construction and maintenance of all of the improvements to Sullivan Square and adjacent roads leading into and/or connected to Sullivan Square included in any plan that is approved and permitted by Boston and the Massachusetts Department of Transportation, to the extent applicable, as part of the long-term solution to alleviate traffic congestion in Sullivan Square and the roads leading into and/or connected to Sullivan Square. The Sullivan Square Infrastructure Project includes, but is not limited to, improvements to the Sullivan Square rotary; all other roadways within 500 feet of the Sullivan Square rotary (including without limitation, Main Street, Rutherford Avenue, Cambridge Street, Alford Street, Mishawum Street, Maffa Way, D Street, and Spice Street), and any Rutherford Avenue underpass beneath the Sullivan Square rotary as well as any improvements approved and permitted by Boston to Rutherford Avenue between Sullivan Square and City Square. The Sullivan Square Infrastructure Project may be designed and constructed in its entirety or in phases.

7.5 For purposes of this Agreement, the "SSIP Fund" shall mean an interest bearing escrow fund held by an escrow agent approved by the Parties in a bank located in the Commonwealth of Massachusetts. The SSIP Fund shall be exclusively available to reimburse the City for the costs incurred in the design, construction and maintenance of the Sullivan Square Infrastructure Project. Prior to the Opening Date, the Parties will negotiate in good faith an escrow agreement pertaining to the SSIP Fund. Notwithstanding anything herein to the contrary, if the City of Boston does not commence the Sullivan Square Infrastructure Project within ten (10) years of the Opening Date, the escrow agent shall return any unused funds plus any interest accrued to Wynn. To "Commence the Sullivan Square Infrastructure Project" is defined as to begin construction of/demolition for the Sullivan Square Infrastructure Project, or any significant portion thereof, pursuant to a plan approved and permitted by the City and other relevant agencies. The SSIP Fund may also be used to make interest payment on any bonds issued with respect to the Sullivan Square Infrastructure Project.

8. Obligations of the Parties

In consideration of the obligations hereunder:

8.1 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to obtain any and all permits, certifications, legislation or regulatory approvals from any governmental entities and officials.

8.2 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Public Improvement Commission of the Mitigation Improvements, and to facilitate the implementation of such improvements.

8.3 Boston agrees to work with and assist Wynn and its contractors and agents in good faith to facilitate the approval by the Boston Conservation Commission for the removal of sediment and barge removal on the Boston side of the inlet adjacent to the Project Site.

8.4 In recognition that Wynn may require an amendment to Boston's zoning ordinances and/or other land use regulations in connection with land adjacent to or near the Project Site, Boston agrees to work with and assist Wynn and its contractors and agents in good faith to prepare and submit requests for such amendments. Wynn acknowledges that such amendment(s) may include an administrative site plan review process and adoption of reasonable design guidelines. Boston will (i) diligently pursue the development, adoption, and implementation of any amendments or modifications required to Boston's zoning ordinances and other use ordinances, rules, and regulations required to develop any land adjacent to or near the Project Site, (ii) keep Wynn informed throughout the amendment and approval process, and (iii) give good faith consideration to Wynn's reasonable comments and suggestions to ensure that such amendments are consistent with the Project.

8.5 Boston, 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. For the avoidance of doubt, any monies successfully obtained pursuant to this Section 8.5 shall not alter Wynn's obligations to the City under this Agreement.

8.6 Following the execution of this Agreement, the Parties, in coordination with the applicable landowners and/or other municipal agencies and in accordance with applicable laws, shall take all actions necessary to re-purpose the waterfront real property adjacent to and within the vicinity of the Project Site in order to return such waterfront real property to public access prior to the Opening Date, including providing access to the waterfront in Charlestown, reducing truck traffic in the area, and providing facilities of public accommodation (such as walking and bicycle paths). Within ten (10) days following the approval by the Commission of this Agreement, Wynn shall make a payment to Boston in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the purpose of covering Boston's legal, engineering and other professional services to be incurred by Boston in the implementation of its obligations set forth in this Section 8.6.

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

8.8 Wynn will engage in community outreach to the Charlestown neighborhood and consult with the neighborhood regarding the progress of the Project including any transportation mitigation or changes in transportation mitigation plans.

9. Resolution of Disputes

The Parties have agreed to resolve all disputes between them, asserted or unasserted, as set forth in the Settlement Agreement and Release attached hereto as Exhibit C, to be executed by the Parties (and other signatories set forth therein) upon the approval of this Agreement by the Commission. For avoidance of doubt, this Agreement is effective and binding upon the Parties only upon the execution of Exhibit C by all signatories.

10. Additional Terms and Conditions

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

10.2. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

10.3. 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.

10.4. Non-Transferrable - Non-Assignable. Neither Wynn nor Boston 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 an unconditional, non-appealable license by Wynn to an unrelated entity, the Parties agree that this Agreement shall be treated consistently with all other surrounding community agreements as prescribed and required by the Commission in granting such transfer or assignment.

10.5. 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 neutral gender shall be construed to include the masculine and feminine forms of such words.

10.6. 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.

10.7. 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.

10.8. Amendments-Modifications to the Act and Gaming Regulations. The Parties acknowledge that from time to time following commencement of this Agreement, additional regulations may be promulgated, and/or statutes and regulations may be amended. The Parties agree to be bound by said amended and/or modified regulations and statutes, and further agree to renegotiate in good faith any terms and conditions contained herein which may be substantially and materially modified by any said amended and/or modified regulations and statutes.

10.9. 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.