

LIVE ENTERTAINMENT COOPERATION AGREEMENT

This Live Entertainment Cooperation Agreement (the "Agreement") is entered into as of the 22nd day of January, 2014 (the "Effective Date"), by and among the Massachusetts Performing Arts Coalition, Inc., 2 Southbridge Street, Worcester, MA 01608 ("MPAC") and Blue Tarp reDevelopment, LLC ("MGM"). MPAC and MGM are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, certain provisions of Massachusetts General Laws chapter 23K (the "Gaming Statute") have been enacted, in part, to both encourage cooperation among and prevent competition between institutions operated by municipally-owned and not-for-profit theatres and casino operators in the Commonwealth;

WHEREAS, MPAC represents the collective interests of certain non-profit and municipally-owned theatres in Massachusetts, including the Springfield Performing Arts Development Corporation, One Columbus Avenue, Springfield, MA 01103, as operator/manager of Symphony Hall, 34 Court Street, Springfield, MA (the "Springfield Venue") and The Hanover Theatre, 2 Southbridge Street, Worcester, MA 01608 (the "Worcester Venue") (collectively, the "Supported Venues");

WHEREAS, the Springfield Venue owns and/or operates a 2600-seat theatre located at 34 Court Street, Springfield, MA (the "Venue Site") which is in close proximity to MGM's proposed casino development in Springfield (the "Project");

WHEREAS, pursuant to the Gaming Statute, MGM is prohibited from building a live entertainment venue that has between 1,000 and 3,500 seats at the Project;

WHEREAS, MGM has recognized the importance of maintaining and supporting municipally-owned and not-for-profit theatres and, thus, has chosen to utilize existing venues in Springfield, including the Springfield Venue, for live shows, concerts and other entertainment to be promoted in connection with the Project rather than construct any ticketed performance venue at the Project;

WHEREAS, MGM wishes to support rather than compete with municipally-owned and not-for-profit theatres in the Commonwealth; and

WHEREAS, MGM has prepared and submitted a so-called "Phase 2 Application" with the Massachusetts Gaming Commission (the "Commission") for a gaming license to construct and operate the Project;

WHEREAS, MGM and MPAC desire to enter into the collaborative relationship described in Section 1 hereof;

NOW THEREFORE, in furtherance of the foregoing and in consideration of the agreements set forth below, and for ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS

1.0 Cross-Marketing and Promoting of the Supported Venues.

1.1 MGM agrees to work in good faith with MPAC to cross-market with and promote the Supported Venues as follows:

(a) MGM will promote the Supported Venues performances through on-property marketing placements and signage (determined in MGM's sole and absolute discretion) at the Project on a monthly basis during the term of this Agreement. MPAC shall designate which Supported Venues performances shall be promoted, and shall provide digital content and/or print ready graphics for this purpose.

(b) MGM will make tickets to performances at the Supported Venues, as designated by MPAC in accordance with Section 1.1(a), available for purchase online through the Project homepage and on-site at the Project.

(c) MGM will send targeted e-mails promoting the performances at the Supported Venues as designated by MPAC in accordance with Section 1.1(a) to M Life members in the Springfield and surrounding areas, the number and frequency of which shall be determined in MGM's sole and reasonable discretion.

(d) MGM will promote the Supported Venues performances designated in accordance with Section 1.1(a) through its various social media channels (including Facebook and Twitter), the number and frequency of such social media posts shall be determined in MGM's sole and reasonable discretion.

(e) Tickets to the Supported Venues performances designated in accordance with Section 1.1(a) will be sold to MGM employees through the M Life Insider Employee portal.

(f) MGM and MPAC will explore opportunities to block buy performances so that mutually desired performers could perform on consecutive nights at the Project and at one or more of the Supported Venues.

1.2 To ensure that the Parties are able to most effectively cross-market and promote one another on an ongoing basis, the Parties agree to participate in a marketing strategy meeting on at least an annual basis.

2.0 No Restrictions on Performances at Parties' Respective Venues.

2.1 MGM shall not enter into any agreement with any performer or show which, through a radius restriction or otherwise, precludes performances by that performer or show at any of the Supported Venues. MPAC shall require that the Supported Venues refrain from entering into any agreement with any performer or show which precludes performances by that performer or show at the Venue.

2.2 In the event MGM fails to include such radius restriction exemption in any contract, MGM shall grant a waiver to such visiting performer or show at the written request of MPAC. MPAC shall not be entitled to any other remedy for breach of Section 2.1.

3.0 Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the mutual written agreement of all of the Parties.

4.0 Compliance Review.

MPAC acknowledges that MGM is subject to the rules, regulations, and jurisdiction of various gaming regulatory bodies and agencies, and as such, is required to perform certain background investigations in connection with material contractual relationships. MPAC agrees to cooperate with such background investigations, including the completion and execution of any standard MGM corporate background forms. MPAC acknowledges that MGM and others of the MGM Resorts Group (as defined below) are engaged in businesses that are or may be subject to and exist because of privileged licenses or other permits issued by governmental authorities or other sovereigns. MGM may terminate this Agreement, without penalty or prejudice and without further liability to MPAC, if any of the MGM Resorts Group: (i) is directed to cease doing business with MPAC by any such authority or sovereign; or (ii) determines, in its sole and exclusive judgment, that MPAC, MPAC's affiliates or any of its or their directors, officers, employees, agents or other representatives is, might be or is about to be engaged in or involved in any activity or relationship that could or does jeopardize any of the businesses or licenses of any of the MGM Resorts Group (including, without limitation, any denial, suspension or revocation, or the threat thereof). Further, MPAC: (a) acknowledges that it is illegal for an applicant to whom a license has been denied, a licensee whose license has been revoked, or a business organization under such a person's control ("Denied Entity"), to enter into, or attempt to enter into, a contract with any of the MGM Resorts Group without the prior approval of certain gaming commissions or licensing authorities; (b) represents and warrants that it is not a Denied Entity and is not under the control of a Denied Entity; and (c) agrees that any breach of the foregoing representation and warranty will allow MGM to immediately terminate this Agreement. "MGM Resorts Group" means MGM Resorts International and its subsidiaries, partnerships, joint ventures and other affiliates.

5.0 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns as permitted hereunder.

6.0 Prohibition on Advertising and Press Releases.

6.1 Except with the prior written consent of MGM, which may be withheld in its sole and absolute discretion, the MPAC acknowledges that it shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) its association with MGM or the Project; or (ii) any aspects of this Agreement.

6.2 MPAC may not use the MGM name, marks and/or logos without the express written permission of MGM.

6.3 Except with the prior written consent of MPAC, which may be withheld in its sole and absolute discretion, and in connection with MGM's application with the Massachusetts Gaming Commission, MGM acknowledges that it shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) its association with MPAC or the Project; or (ii) any aspects of this Agreement.

6.4 MGM may not use the MPAC name, marks and/or logos without the express written permission of MPAC.

7.0 Choice of Law.

This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions thereof which would require application of the laws of another jurisdiction.

8.0 Remedies.

In the event that either Party seeks the enforcement of the terms of this Agreement or seeks damages for a breach of any obligations hereunder, it is specifically understood and agreed that any and all such claims shall be submitted to final and binding arbitration to take place in Hampden County, Massachusetts, pursuant to the rules of the American Arbitration Association, and that the prevailing party shall recover its costs and reasonable attorney's fees incurred in such arbitration proceeding.

9.0 Governing Law.

The Parties shall perform all of their respective obligations under the Agreement in compliance with all applicable laws, ordinances, regulations, or codes. The Parties agree that all legal disputes hereunder shall be resolved applying Massachusetts law.

10.0 Severability; Captions.

In the event that any clause or provision of this Agreement should be held to be void, voidable, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Headings or captions in this Agreement are added as a matter of convenience only and in no way define, limit or otherwise affect the construction or interpretation of this Agreement.

11.0 Interpretation.

This Agreement shall be given a fair and reasonable interpretation of the words contained in it without any weight being given to whether a provision was drafted by one Party of its counsel.

12.0 Entire Agreement; Amendment.

This Agreement contains all of the terms, promises, conditions and representations, made or entered into by and among the Parties, supersedes all prior discussions, agreements and memos, whether written or oral between and among the Parties, and constitutes the entire understanding of the Parties and shall be subject to modification or change only in writing and signed by all Parties. Notwithstanding the foregoing, to the extent this Agreement conflicts with the provisions of a certain Non-Exclusive Joint Marketing and Joint Cooperation Agreement dated December 12, 2012 between Springfield Performing Arts Development Corporation and Blue Tarp reDevelopment, LLC (the Joint Marketing Agreement) as to the Springfield Venue, the Joint Marketing Agreement shall control.

13.0 Execution in Counterparts


This Agreement may be signed upon any number of counterparts with the same effect as if the signatures on all counterparts are upon the same instrument.

14.0 Authority.

Each Party represents and warrants to the other Parties that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MASSACHUSETTS PERFORMING ARTS COALITION, INC.

By: 
Troy Siebels, President

BLUE TARP REDEVELOPMENT, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MASSACHUSETTS PERFORMING ARTS COALITION, INC.

By: Troy Siebels, President

BLUE TARP REDEVELOPMENT, LLC

By: Michael C. Math

Its: V.P. Global Gaming Development