

LIVE ENTERTAINMENT VENUE AGREEMENT

AGREEMENT ("Agreement") made this 23rd day of June, 2014 (the "Effective Date") by and between **CONCORD KIAMESHA, LLC**, a Delaware limited liability company d/b/a Mohegan Sun at the Concord ("Mohegan Sun Concord") and **SHADOWLAND ARTISTS, INC.**, a New York not-for-profit corporation with an office at 157 Canal Street, Ellenville, New York 12428 ("Shadowland").

WITNESSETH:

WHEREAS, Mohegan Sun Concord is or intends to become an applicant before the New York Gaming Facility Location Board and New York State Gaming Commission (individually or collectively, the "Commission") for a gaming license to operate a proposed casino facility on the premises of the former Concord Resort in the Town of Thompson, Sullivan county (the "Casino Site"); and

WHEREAS, Shadowland is a 501(c)(3) organization and Actors' Equity Theatre entering its 30th year of producing live plays in the Village of Ellenville, in Ulster County, New York; and

WHEREAS, given its history, the nature of its live performances and its support for Actors' Equity, an AFL-CIO member union representing approximately 49,000 actors and stage managers throughout the United States, the parties hereto consider Shadowland both a "cultural institution in a nearby municipality" and a "live performance venue" as envisioned by the Upstate New York Gaming Economic Development Act of 2013 (the "Act"), and this Agreement reflects Mohegan Sun Concord's plans for labor harmony in all aspects of construction and operation of its casino facility as envisioned by the Act; and

WHEREAS, Shadowland's main stage is located at 157 Canal Street, Ellenville,

Town of Wawarsing, County of Ulster, New York, a distance of approximately 20 miles from the Casino Site; and

WHEREAS, Shadowland receives annual financial support from New York State Council on the Arts, Arts Mid-Hudson, County of Ulster, and Town of Wawarsing; and

WHEREAS, Shadowland has had little or no corporate funding since the manufacturing base and hospitality base that defined the Village of Ellenville and Town of Wawarsing has been depleted over the past several decades; and

WHEREAS, Shadowland is a live performance venue, nearby the proposed host community, whose mission and operation may be impacted by the operation of Mohegan Sun Concord; and

WHEREAS, the mission statement of Shadowland is as follows:

Since theatre impacts our lives in so many intangible ways, the mission of the Shadowland Theatre is to offer the residents of the region, and visitors to the area, the full range of professional theatre and educational opportunities at an affordable price. In achieving this mission, we constantly strive to produce a mixture of classic, contemporary and new plays. Our focus remains on socially relevant, thought-provoking works with vision that will both entertain and challenge our audience.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which the signators hereto deem sufficient, it is agreed as follows:

1. **Background.** The recitals above are incorporated herein as if set forth at length.

2. Statutory Compliance. The parties intend this Agreement to be and to create "a fair and reasonable partnership" between Shadowland and Mohegan Sun Concord setting forth all of the agreed upon terms for Mohegan Sun Concord's support of the mission and operation of Shadowland as contemplated by the Act.

3. Term. The obligations of Mohegan Sun Concord under this Agreement shall commence following the issuance of a Class 3 Gaming license (the "License") by the Commission and upon the opening of the gaming facility to the public by Mohegan Sun Concord ("Opening"). The Agreement shall remain in full force and effect for a term of five (5) years from Opening (the "Term"), provided, however, that the parties shall meet and consider an extension or replacement agreement no less than ninety (90) days prior to the expiration of the Term.

4. Financial Support. To support the mission and operation of Shadowland, Mohegan Sun Concord will make an annual sponsorship, advertising and support payment of Ten Thousand Dollars (\$10,000.00). In partial consideration therefore, Mohegan Sun Concord shall be designated "(Title to be determined) Underwriting Producer" and its contribution to advancing the arts shall be noted in the "curtain speech" before each performance, the playbill and such other locations or medium as Shadowland deems appropriate. The parties shall review, no less than annually, the sponsorship and advertising benefits provided by Shadowland in consideration of such financial support.

5. Performances. Mohegan Sun Concord will use best efforts to minimize potential competition between Mohegan Sun Concord and Shadowland by not booking Broadway, off-Broadway or similar live theater performances at its gaming facility except on limited occasions or for the benefit of charitable organizations. The parties agree to neither block nor purposefully impede the other's ability to book entertainment of any

type, and specifically to prohibit entertainment from performing at Shadowland.

6. Momentum Program Participation. Shadowland may participate in Mohegan Sun Concord's Momentum player's club card program, subject to the terms and conditions of such program, to enable Mohegan Sun Concord and Shadowland guests and patrons to receive additional discount and redemption opportunities and benefits. The parties anticipate that patrons at Mohegan Sun Concord will be able to arrange for the purchase of tickets for Shadowland performances directly at Mohegan Sun Momentum Card courtesies desks at Mohegan Sun Concord and to redeem points at Shadowland's own box office and participating restaurants and other attractions in Ellenville and throughout Ulster County.

7. Other Cross-Promotions. Mohegan Sun Concord and Shadowland may collaborate on reasonable "show your ticket stub" promotions, mutual member or patron discounts or other collaborative efforts to encourage extended visits and stays in the region by tourists and patrons. The parties shall pursue other collaborative marketing, scheduling, pricing and cross-promotional efforts pursuant to the Act or as may be determined from time to time by and between Mohegan Sun Concord on behalf of itself or its affiliates and Shadowland on behalf of itself and in conjunction with its other regional tourism partners and dining establishments.

8. Board of Directors Participation. Shadowland will make available, and Mohegan Sun Concord will endeavor to provide, an appropriate member of its upper management team for a seat on the Board of Directors of Shadowland.

9. Miscellaneous:

a. Amendment. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing executed by both of the parties.

b. Binding Effect. This Agreement shall be binding on the parties and shall inure to their respective successors and assigns.

c. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. All prior agreements, understandings and arrangements among the parties with respect to the matters set forth herein are superseded by this Agreement and shall be of no further force and effect.

d. Third Party Beneficiaries. Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.

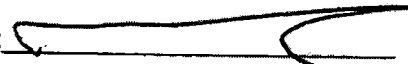
e. Controlling Law. This Agreement and the rights and obligations of the parties set forth herein shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

f. Relationship of Parties. The use of the word "partnership" as set forth in this Agreement is not and does not create a partnership under the legal sense of the word, but rather as set forth in Section 1320(2)(d) of the Act is merely meant to imply a cooperative and collaborative working relationship. The parties hereto remain separate, independent and distinct and neither has the power, authority or ability to act for or bind the other.

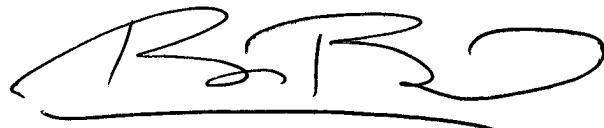
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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHEGAN SUN AT THE CONCORD

By: 
Mitchell Grossinger Etess
Manager, Mohegan Gaming New York, LLC
for Mohegan Sun at The Concord
SHADOWLAND ARTISTS, INC.

By: _____
William H. Collier, III, President
Board of Directors

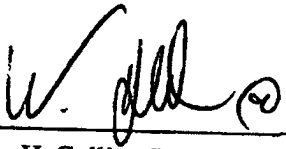

BRENDAN BURKE
PRODUCING ARTISTIC DIRECTOR
SHADOWLAND ARTISTS, INC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHEGAN SUN AT THE CONCORD

By: _____
Mitchell Grossinger Etes

SHADOWLAND ARTISTS, INC.

By:  _____
William H. Collier, III, President
Board of Directors