

AT THE CONCORD

LIVE ENTERTAINMENT VENUE AGREEMENT

This Live Entertainment Venue Agreement (the "Agreement") is entered into as of the 21st day of June, 2014 (the "Effective Date"), by and between the Mid Hudson Civic Center, Inc, a not-for-profit cultural organization (MHCC) and Concord Kiamesha, LLC d/b/a Mohegan Sun at The Concord, a Delaware limited liability company ("Mohegan Sun Concord").

RECITALS

WHEREAS, the Upstate New York Gaming Economic Development Act of 2013 (the "Act") has been enacted in part to promote partnerships between new gaming facilities and live entertainment facilities that may be impacted by a gaming facility, and the New York Gaming Facility Location Board has identified not-for-profit and municipally-owned live entertainment facilities in the gaming facility's host county, adjacent counties and counties within 25 miles of the proposed gaming facility as those likely to be impacted;

WHEREAS, MHCC features the following venues in Dutchess and Orange Counties: an approximately 3000 person capacity Mair Hall, a 689 person capacity performing arts main stage theater and an intimate 250 seat event center, and a 3000 person outdoor venue at the Sugar Loaf PAC, along with the Ice Time Sports Complex, Newburgh, NY (individually or collectively, the "MHCC Venues").

WHEREAS, Mohegan Sun Concord, which will be built on the grounds of the former Concord Resort, is a successor to The Concord and the great tradition of Catskills entertainment, hospitality and tourism which shares with MHCC the mission of leveraging the investment in and success of its facilities with the economic and social benefit of the region;

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 at the Concord site in the Town of Thompson, Sullivan county (the "Casino Site");

WHEREAS, Sullivan County is adjacent to Ulster, Delaware and Orange Counties and borders the Commonwealth of Pennsylvania to the West, and the MHCC is based in Dutchess County, approximately 50 miles from the Casino Site, but the MHCC Venues may be impacted by the expansion of gaming in the region, and Mohegan Sun Concord desires to enter into this Agreement to foster a mutually-beneficial relationship;

WHEREAS, Mohegan Sun Concord believes that it can impact MHCC and support its mission, history and regional economic value positively by working cooperatively in

bookings and cross-promotions and encouraging extended visits to the region by patrons of each other's facilities;

WHEREAS, the parties hereto wish to set forth certain terms and conditions governing the relationship between Mohegan Sun Concord and MHCC should Mohegan Sun Concord obtain a gaming license to operate a facility at the Casino Site;

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 Mohegan Sun agrees to co-present three (3) shows per year at the Sugar Loaf Performing Arts Center with a cap on the loss, if any, of \$5,000 per show and a cap on a cumulative loss of \$5,000 per year.

1.1 MHCC Venues 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 MHCC guests and patrons to receive additional discount and redemption opportunities and benefits. The parties anticipate that patrons at any participating Mohegan Sun gaming facility, including, Mohegan Sun in Connecticut and Mohegan Sun at Pocono Downs will be able to arrange for the purchase of tickets for MHCC Venue performances directly at Mohegan Sun Momentum Card courtesy desks at such facilities and to redeem points at any MHCC Venue.

1.2 Mohegan Sun Concord and MHCC 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.

1.3 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 MHCC on behalf of itself and in conjunction with its other regional tourism partners and dining establishments.

2.0 Dispute Resolution.

2.1 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation on a confidential basis between senior representatives who have authority to settle the controversy.

2.2 In the event that good faith negotiations as provided above in section 3.1 do not resolve any dispute, then such dispute ("Dispute") shall be resolved through arbitration upon the filing by either party of a written demand, with notice to the other party, to the Judicial Arbitration and Mediation Service ("JAMS") in New York City before a single arbitrator to be selected under the JAMS selection process. Any arbitration shall be governed by the then current Commercial Arbitration Rules of JAMS.

2.3 The provisions of this Article 3 shall survive any termination or expiration of this Agreement.

3.0 Term and Termination.

The term of this Agreement shall be for two years beginning when Mohegan Sun at the Concord begins operations.

4.0 Notices.

All notices or other communications required or permitted to be given under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given on the date of personal delivery to or on the date of receipt at the addresses set forth in this Section 5.0 or at such other address that may be specified from time to time in writing the party to whom notice is to be given. If mailed by first-class, postage prepaid, certified mail, return receipt requested, or if sent by a nationally recognized, overnight, express courier service providing evidence of receipt, such written notices shall be deemed to have been received (i) if sent by certified mail, as of the date set forth on the return receipt, (ii) if sent by overnight courier, as of the date of evidence of receipt. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

In the case of MHCC, to:

Mid Hudson Civic Center, Inc
14 Civic Center Plaza
Poughkeepsie, NY 12601

In the case of Mohegan Sun Concord, to:

Mohegan Gaming New York, LLC
1 Mohegan Sun Boulevard
Uncasville, CT 06382
Attn: Manager

Copy to:

Mohegan Gaming New York, LLC
1 Mohegan Sun Boulevard
Uncasville, CT 06382
Attn: Secretary

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 Choice of Law.

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

7.0 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.

8.0 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.

9.0 Interpretation.

Whenever a provision of this Agreement uses the term "include" or "including", that term shall not be limiting but shall be construed as illustrative. 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 or its counsel.

10.0 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.

11.0 Confidentiality.

Except for disclosure to a party's legal counsel, accountant or financial advisor, none of the parties shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or by mutual agreement by Mohegan Sun Concord and MHCC.

12.0 Authority.

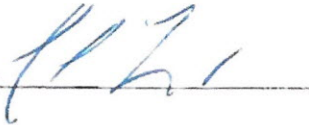
Each party represents and warrants to the other party that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that party.

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

MID HUDSON CIVIC CENTER, INC

CONCORD KIAMESHA, LLC

By: _____



By: _____

