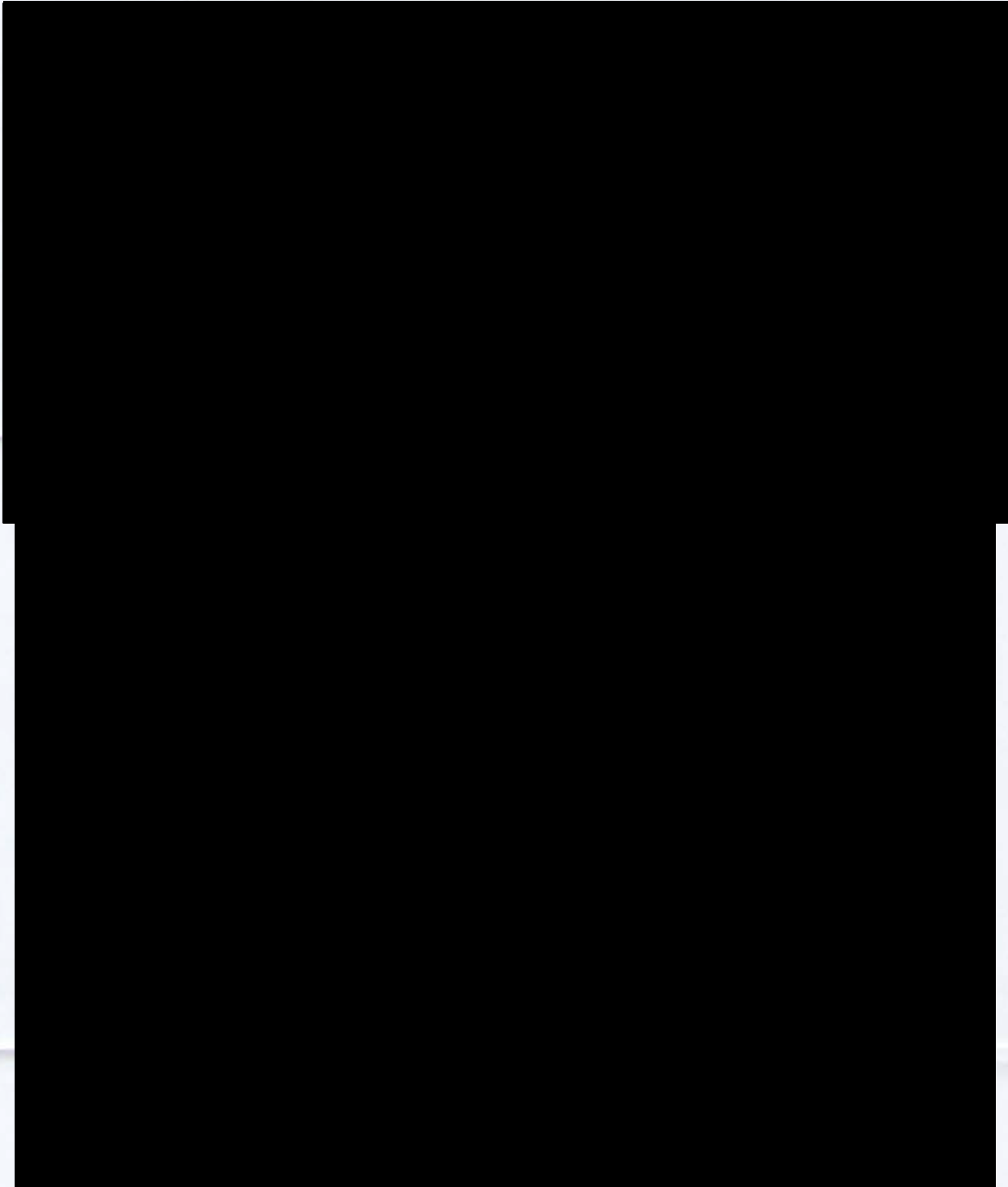


Memorandum of Understanding
May 21st, 2014




Understanding


It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion to meet these objectives.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- d. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Memorandum will be effective upon the signature of both Partners.
- f. Promotions will in certain cases be dependent upon scheduling, the nature of the business, as well as other considerations. Advertising and other marketing spend dependent upon pre-determined marketing budget of operation.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.
- h. No liability will arise or be assumed between the Partners as a result of this Memorandum.

The arrangements made by the Partners by this Memorandum shall remain in place from January 01, 2015 until December 31, 2015. The term can be extended only by written agreement of all the Partners.

The following Partners support the goals and objectives of the Entertainment Staging, Production, Talent and Management Agreement:

 Date: 5/21/2014
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 5/21/2014
Name: JAMES B. EVANS
Mountain Productions