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IN THE MATTER OF THE PETITION OF	:	STATE OF NEW JERSEY
MGM MIRAGE FOR APPROVAL OF A	:	CASINO CONTROL COMMISSION
STIPULATION OF SETTLEMENT AND	:	PETITION REF. NO.
RELATED RELIEF	:	
	:	

Petitioner, MGM MIRAGE, by way of Petition to the Casino Control Commission (“Commission”) for approval of a Stipulation of Settlement and related relief, states:

BACKGROUND:

1. MGM MIRAGE, a Delaware corporation, is a “holding company” and a “publicly traded corporation” as those terms are defined in Sections 26 and 39 of the Casino Control Act, N.J.S.A. 5:12-1 et seq. (the “Act”).

2. Mirage Resorts, Incorporated (“MRI”), a Nevada corporation, is a wholly owned subsidiary of MGM MIRAGE. It is not a “publicly traded corporation” as that term is defined in Section 39 of the Act, but is a “holding company” and “intermediary company” as those terms are defined in Sections 26 and 28 of the Act.

3. MAC, CORP. (“MAC”), a New Jersey corporation, is a wholly owned subsidiary of MRI. It is not a “publicly traded corporation” as that term is defined in

Section 39 of the Act, but is a “holding company” and “intermediary company” as those terms are defined in Sections 26 and 28 of the Act.

4. MAC owns 50% of Marina District Development Holding Co., LLC (“MDDH”), a New Jersey limited liability company. MDDH is not a “publicly traded corporation” as that term is defined in Section 39 of the Act, but is a “holding company” and “intermediary company” as those terms are defined in Sections 26 and 28 of the Act.

5. Boyd Gaming Corporation (“Boyd”), a Nevada corporation, is a “holding company” and a “publicly traded corporation” as those terms are defined in Sections 26 and 39 of the Act. Boyd is not an “affiliate” of MGM MIRAGE as that term is defined in Section 2.1 of the Act.

6. Boyd Atlantic City, Inc. (“BAC”), a New Jersey corporation, is a wholly owned, indirect subsidiary of Boyd. BAC is not a “publicly traded corporation” as that term is defined in Section 39 of the Act, but is a “holding company” and “intermediary company” as those terms are defined in Sections 26 and 28 of the Act. BAC owns the other 50% of MDDH.

7. MDDH owns 100% of Marina District Development Company, LLC (“MDDC”), a New Jersey limited liability company. Consequently, MGM MIRAGE and Boyd each indirectly own 50% of MDDC. MDDC is the holder of a casino license issued by the Commission for a term expiring June 30, 2010, for the “Borgata Hotel Casino & Spa®”, an approved casino hotel facility.

8. The day-to-day management and operation of casino licensee MDDC is controlled by Boyd, through its wholly owned, indirect subsidiary, BAC, pursuant to a Second Amended and Restated Joint Venture Agreement of Marina District Development Co. (the predecessor in interest to MDDC) dated August 31, 2000, and as amended by the Contribution and Adoption Agreement dated December 13, 2000, the First Amendment to the Operating Agreement of MDDH dated June 18, 2003, and the Agreement dated as of

February 26, 2010, by and among MDDH, MGM MIRAGE, Boyd, BAC and MAC (the “Second Amendment” and, collectively, the “Amended Operating Agreement”).

9. MGM MIRAGE, through its subsidiaries, indirectly owns approximately 130 acres on the area commonly referred to as “Renaissance Pointe” in Atlantic City, New Jersey. Approximately ten of the acres are subject to long-term ground leases with MDDC for use in the Borgata Hotel Casino & Spa® casino hotel operations. The long-term ground leases are more fully described as follows:

- (a) That certain Lease and Option Agreement dated as of January 16, 2002, by and between MAC and MDDC pertaining to Block 576, Tax Lot 1.05 on the Tax Map of the City of Atlantic City, New Jersey, as amended (the “Employee Parking Structure Ground Lease”);
- (b) That certain Lease Agreement dated as of January 1, 2005, by and between MAC and MDDC pertaining to Block 576, Tax Lot 1.08 on the Tax Map of the City of Atlantic City, New Jersey, and any amendments thereto (the “Restaurant Expansion Ground Lease”), and
- (c) That certain Lease Agreement dated as of January 1, 2005, by and between MAC and MDDC pertaining to Block 576, Tax Lots 1.10 and 1.11 on the Tax Map of the City of Atlantic City, New Jersey, as amended (the “Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease”). (The Employee Parking Structure Ground Lease, Restaurant Expansion Ground Lease and Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease are collectively referred to as the “Long-Term Ground Leases”.)

10. Of the remaining 120 acres indirectly owned by MGM MIRAGE through its subsidiary, MAC, approximately 72 acres are suitable for development (the “Renaissance Pointe Proposed Casino Site”). In October 2007, MGM MIRAGE

announced plans for a multi-billion dollar casino hotel resort complex on the 72-acre Renaissance Pointe Proposed Casino Site. MAC is an applicant with the Commission for a casino license and such application is currently pending before the Commission.

11. Approximately nine of the developable acres that are a part of the Renaissance Pointe Proposed Casino Site are subject to a short-term (month-to-month) ground lease with MDDC for surface parking (the "Surface Parking Lot Lease") and a portion of the remaining acres consists of common roads, landscaping and master plan improvements, which MGM MIRAGE caused to be designed and developed as required by an agreement with BAC in connection with the development of the Borgata Hotel Casino & Spa®.

12. The Surface Parking Lot Lease is more fully described as that certain Lease Agreement dated as of August 20, 2004, by and between MAC and MDDC pertaining to Block 576, Tax Lot 1.07 on the Tax Map of the City of Atlantic City, New Jersey, as amended. The real property subject to the Surface Parking Lot Lease is an integral part of the Renaissance Pointe Proposed Casino Site and thus such real property was leased by MAC to MDDC on a short-term, temporary basis (and not as a permanent part of MDDC's approved casino hotel facility site for the Borgata Hotel Casino & Spa®) with the understanding that the Surface Parking Lot Lease would be terminable at anytime (subject to the applicable notice period for termination) to preserve the value of and allow for development on the Renaissance Pointe Proposed Casino Site.

13. In March 2010, MAC and MDDC agreed to enter into a certain "Ground Lease Agreement With Respect To Block 576, Lot 1.12" (the "Alternate Parking Lease") for the lease of Block 576, Lot 1.12 as shown on the subdivision map filed in the Clerk's Office for Atlantic County, New Jersey, on July 30, 2008, in Volume 00903 as No. 2008058558 (the "Subdivision Map"). The lease will provide MDDC with sufficient

additional leased square footage to construct an alternate parking facility in the event that the Surface Parking Lot Lease is terminated.

14. MGM MIRAGE, through its subsidiary, AC Holding Corp. II, a Nevada corporation, owns an additional approximately 14 acres in the area of Atlantic City, New Jersey, commonly referred to as the “Marina District”, which is near but not contiguous to Renaissance Pointe.

15. Independent of its investments and ownership of real property in Atlantic City, MGM MIRAGE indirectly owns, through a series of wholly-owned subsidiaries, fifty percent (50%) of MGM Grand Paradise Limited, an entity which developed and operates “MGM Grand Macau”, a hotel casino resort in Macau S.A.R., China.

16. Ms. Pansy Ho Chiu-king, directly and indirectly, owns the other fifty percent (50%) of MGM Grand Paradise Limited. MGM MIRAGE and certain of its affiliates entered into an agreement with Ms. Ho and certain of her affiliates governing their relationship with respect to the development and operation of the MGM Grand Macau on June 19, 2004, as amended and restated.

17. MDDC’s casino license was most recently renewed by the Commission on June 22, 2005. See Commission Resolution No. 05-06-22-15. In connection therewith, the Commission found each of MGM MIRAGE, MRI and MAC qualified as a holding company of MDDC. See Commission Resolution No. 05-06-22-15, Findings and Rulings, ¶ 2.

18. In the Division of Gaming Enforcement’s (the “Division”) June 1, 2005, report to the Commission with respect to MDDC’s 2005 casino license renewal (the “Division 2005 Renewal Report”), however, the Division stated that it was “monitoring MGM [MIRAGE’S] activities” in Macau and it would “continue to review this joint venture project [with Pansy Ho] and report any material information to the Commission as deemed appropriate.” Division 2005 Renewal Report at 19.

19. On May 18, 2009, the Division filed a report with the Commission captioned Special Report of the Division of Gaming Enforcement to the Casino Control Commission on Its Investigation of MGM MIRAGE's Joint Venture with Pansy Ho in Macau, Special Administrative Region, People's Republic of China (the "Special Report"). The Special Report is the culmination of the Division's investigation with respect to MGM MIRAGE's investment in Macau and its relationship with Pansy Ho.

20. In the Special Report, the Division made the following recommendations to the Commission:

- (a) That Stanley Ho be found to be an unsuitable person under the Act;
- (b) That Pansy Ho be found to be an unsuitable person under the Act;
- (c) That Pansy Ho be found not to be independent of Stanley Ho;
- (d) That MGM MIRAGE be directed to disengage itself from any direct or indirect business or financial association with Pansy Ho, or her related entities;
- (e) That MGM MIRAGE's due diligence/compliance efforts be found to be deficient under the Act, and
- (f) That a public hearing be held to address the facts and circumstances set forth in the Special Report.

21. MGM MIRAGE and the Division have agreed to settle and resolve the issues raised in the Special Report (a) through the execution of a stipulation of settlement in a form acceptable to each of them in all material respects (the "Stipulation of Settlement", a true and correct copy of which has been separately filed with the Commission), and (b) by MGM MIRAGE irrevocably placing in a divestiture trust (the "Trust") pursuant to the terms of a trust agreement (the "Trust Agreement", a true and correct copy of which has been separately filed with the Commission) its entire indirect ownership interest in casino licensee MDDC and title to the real property subject to the

Long-Term Ground Leases and assigning to the Trust the Long-Term Ground Leases themselves. The latter is to be accomplished by MGM MIRAGE causing its wholly owned, indirect subsidiary, MAC, to place in the Trust all of MAC's present and future right, title, and interest in the limited liability company ownership interest in MDDH. MGM MIRAGE shall also cause MAC to place in the Trust title to the real property subject to the Long-Term Ground Leases and assign to the Trust the Long-Term Ground Leases themselves. (The MDDH limited liability company interests owned by MAC together with title to the real property subject to the Long-Term Ground Leases and the Long-Term Ground Leases themselves are collectively referred to as the "Trust Property".)

22. Pursuant to the terms of the Stipulation of Settlement, MGM MIRAGE shall also cause MAC to place in the Trust title to the real property subject to the Surface Parking Lot Lease and assign to the Trust the Surface Parking Lot Lease itself (the "Additional Trust Property"). Said real property is to be held on a short-term basis in the Trust until such time as the Surface Parking Lot Lease is terminated and title to the real property is then reconveyed to MAC.

23. MGM MIRAGE shall also cause MAC to place in the Trust title to the real property subject to the Alternate Parking Lease and assign to the Trust the Alternate Parking Lease itself (the "Springing Trust Property").

COUNT ONE:

Approval of the Second Amendment

24. Paragraphs 1 through 23 are incorporated herein by reference as if set forth at length.

25. As of February 26, 2010, MDDH, MGM MIRAGE, Boyd, BAC and MAC entered into the Second Amendment to, among other things: (a) permit the transfer of MGM MIRAGE's indirect, fifty percent (50%) ownership interest in casino licensee

MDDC to the Trust, and (b) facilitate and address certain matters that will arise by virtue of the Stipulation of Settlement and in connection with MGM MIRAGE's divestiture of both its indirect ownership interest in MDDC and title to the real property subject to the Long-Term Ground Leases. A true and correct copy of the Second Amendment is attached hereto as Exhibit A and incorporated herein by reference.

26. The Second Amendment in no manner amends or otherwise affects the provisions within the Amended Operating Agreement required by N.J.S.A. 5:12-82d(7), (8) and (10), which provisions have previously been approved by the Commission.

27. N.J.S.A. 5:12-104b provides, in relevant part, as follows:

Each casino . . . licensee shall maintain, in accordance with the rules of the [C]ommission, a record of each written or unwritten agreement regarding the realty, construction, maintenance, or business of a[n] . . . existing casino hotel or related facility. The foregoing obligation shall apply regardless of whether the casino . . . licensee is a party to the agreement. Any such agreement may be reviewed by the [C]ommission on the basis of the reasonableness of its terms, including the terms of compensation, and of the qualifications of the owners, officers, employees, and directors of any enterprise involved in the agreement, which qualifications shall be reviewed according to the standards enumerated in section 86 of P.L.1977, c.110 (C.5:12-86). If the [C]ommission disapproves such an agreement or the owners, officers, employees, or directors of any enterprise involved therein, the [C]ommission may require its termination

28. MGM MIRAGE requests that the Commission exercise its statutory discretion under N.J.S.A. 5:12-104b and review and approve the Second Amendment. Without the Second Amendment in place, the terms of the Stipulation of Settlement cannot be fully effectuated, including, for example, the transfer of the MDDH limited liability company interests currently owned by MAC to the Trust. Moreover, the matters addressed in the Second Amendment, in part, serve to facilitate a smooth transition of the ownership of the Trust Property upon the ultimate sale of such Trust Property.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) exercise its statutory discretion under N.J.S.A. 5:12-104b and review and approve the Second Amendment, and
- (b) grant such other relief as the Commission deems appropriate.

COUNT TWO:

Approval of the Transfer of MDDH Limited Liability Company Interests

29. Paragraphs 1 through 28 are incorporated herein by reference as if set forth at length.

30. N.J.A.C. 19:43-2.8 provides as follows:

No person shall issue or transfer any security or ownership interest in a casino licensee or any nonpublicly traded subsidiary or holding company thereof without the express, prior written approval of the Commission. The Commission shall not grant any such approval without considering the provisions of N.J.S.A. 5:12-39, 44, 47.2, 82d(7) through (10), 85c and e, 95.12 through 95.16 and 105.

31. Pursuant to the terms of both the Stipulation of Settlement and the Trust Agreement, the MDDH limited liability company interests currently owned by MAC are to be irrevocably transferred to the Trust no later than five (5) business days following approval of the Stipulation of Settlement by the Commission. See Stipulation of Settlement, ¶ F; Trust Agreement, ¶ 1.

32. Pursuant to the terms of both the Stipulation of Settlement and the Trust Agreement, the trustee shall meet all of the criteria necessary to qualify as a casino key employee, except for residency, under the Act. The Honorable James R. Zazzali is to serve as trustee (the "Trustee") under the Trust Agreement. The Trustee has warranted and represented to MGM MIRAGE and the Division that he meets all of the criteria necessary to qualify as a casino key employee, except for residency, under the Act and that he shall

continue to meet such criteria throughout the duration of the Trust Agreement. See Trust Agreement, ¶ 15(a). On March 8, 2010, the Trustee filed the appropriate disclosure form with the Commission to be found so qualified.

33. MGM MIRAGE submits that N.J.S.A. 5:12-39 is inapplicable to the subject transfer from MAC to the Trust because neither MAC, the Trust nor MDDH is a “publicly traded corporation” as such term is defined in N.J.S.A. 5:12-39.

34. MGM MIRAGE acknowledges that the subject MDDH limited liability company interests are “securities” as such term is defined in N.J.S.A. 5:12-44, and the subject transfer falls within the scope of N.J.S.A. 5:12-44. MGM MIRAGE further acknowledges that the provisions of N.J.S.A. 5:12-82d(7) through (10) are applicable to the extent that they apply to a transfer of securities of a non-publicly traded entity, and such transfer must be approved by the Commission to, among other reasons, satisfy the terms of the Act, N.J.A.C. 19:43-2.8 and the Amended Operating Agreement. Lastly, MGM MIRAGE acknowledges that the Trustee is required to be qualified in order to satisfy, among other things, the requirements of N.J.S.A. 5:12-85c and -105.

35. MGM MIRAGE submits that N.J.S.A. 5:12-95.12 through 95.16 are inapplicable to the subject transfer because the Trustee meets all of the criteria necessary to qualify as a casino key employee, except for residency, under the Act.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) find the Honorable James R. Zazzali qualified to serve as the trustee under the Trust Agreement;
- (b) approve the transfer of the MDDH limited liability company interests currently owned by MAC to the Trust, and
- (c) grant such other relief as the Commission deems appropriate.

COUNT THREE:
Approval of the Letter Agreement

36. Paragraphs 1 through 35 are incorporated herein by reference as if set forth at length.

37. MGM MIRAGE, MAC, and MDDC have agreed to enter into a certain letter agreement to be dated as of the same date as the Commission's approval of the Stipulation of Settlement (the "Letter Agreement") with respect to the following: (a) MDDC's continued use of the tradename/service mark "SeaBlue"; (b) MDDC's continued use of a warehouse located in Egg Harbor Township, New Jersey; (c) the removal of MGM MIRAGE affiliated properties from the "My Borgata Vacations" program; (d) certain matters related to the New Jersey Casino Reinvestment Development Authority; (e) certain matters related to special revenue bonds issued by the South Jersey Transportation Authority, and (f) certain matters related to the costs incurred in closing and remediating the Atlantic City municipal landfill formerly located on Renaissance Pointe. A true and correct copy of the form of the Letter Agreement is attached hereto as Exhibit B and incorporated herein by reference.

38. MGM MIRAGE requests that the Commission exercise its statutory discretion under N.J.S.A. 5:12-104b and review and approve the Letter Agreement. The matters addressed in the Letter Agreement, in part, serve to facilitate a smooth disengagement of MGM MIRAGE as an indirect, fifty percent (50%) owner of the Borgata Hotel Casino & Spa® casino hotel facility.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) exercise its statutory discretion under N.J.S.A. 5:12-104b and review and approve the Letter Agreement, and
- (b) grant such other relief as the Commission deems appropriate.

COUNT FOUR:

**Approval of Amendments to the Long-Term Ground Leases and
Surface Parking Lot Lease and Related Matters**

A. *Amendments to the Long-Term Ground Leases:*

39. Paragraphs 1 through 38 are incorporated herein by reference as if set forth at length.

40. As a result of changes in certain lot lines in connection with a minor subdivision that created Lot 1.12 in Block 576 on the Tax Map of the City of Atlantic City (in the area commonly referred to as Renaissance Pointe) that occurred after the initial execution of the Long-Term Ground Leases, the metes and bounds descriptions in such leases do not, in the case of the Restaurant Expansion Ground Lease and the Employee Parking Structure Ground Lease, conform to the Subdivision Map. Accordingly, corrective amendments to the Restaurant Expansion Ground Lease and the Employee Parking Structure Ground Lease are necessary to conform the metes and bounds descriptions to the Subdivision Map. Absent such amendments, the transfer of title to the real property from MAC to the Trust using the descriptions set forth in the Long-Term Ground Leases would violate the Municipal Land Use Law and, more particularly, N.J.S.A. 40:55D-55 because the descriptions, in some cases, describe only a portion of a lot. Under New Jersey law, transfer of title to a portion of a lot is prohibited. N.J.S.A. 40:55D-55. While one party may lease to another party less than an entire lot (which is the case here absent the corrective amendments), the transfer of title to a partial lot violates N.J.S.A. 40:55D-55.

41. MAC and MDDC have caused to be prepared and have agreed to execute the necessary corrective amendments to the Restaurant Expansion Ground Lease (Block 576, Lot 1.08) and the Employee Parking Structure Ground Lease (Block 576, Lot 1.05). The changes to the metes and bound descriptions in such leases result in changes in the rent under each of the affected leases (i.e., an increase or reduction in the rent) because the

rent is based on the square footage of the leased premises. In amending such leases, MAC and MDDC have also taken the opportunity to further memorialize certain previously agreed upon easements with respect to the use of Renaissance Pointe. The amendments to the Restaurant Expansion Ground Lease and the Employee Parking Structure Ground Lease, once executed, will be held in escrow pending Commission approval.

42. More particularly, MAC and MDDC intend to enter into a certain "Modification Of Expansion Ground Lease" to amend the Restaurant Expansion Ground Lease (the "Amended Restaurant Expansion Ground Lease"). Pursuant to the terms of the Amended Restaurant Expansion Ground Lease: (a) the metes and bounds description of the leased premises has been corrected to be consistent with the premises shown as Block 576, Lot 1.08 on the Subdivision Map; (b) the monthly rent has been accordingly modified, and (c) a certain easement has been provided as more fully described therein. A true and correct copy of the form of the Amended Restaurant Expansion Ground Lease (without exhibits) is attached hereto as Exhibit C and incorporated herein by reference.

43. MAC and MDDC also intend to enter into a certain "Second Modification Of Employee Parking Structure Lease And Option Agreement" to amend the Employee Parking Structure Ground Lease (the "Amended Employee Parking Structure Ground Lease"). Pursuant to the terms of the Amended Employee Parking Structure Ground Lease: (a) the metes and bounds description of the leased premises has been corrected to be consistent with the premises shown as Block 576, Lot 1.05 on the Subdivision Map; (b) the monthly rent has been accordingly modified, and (c) certain easements have been provided as more fully described therein. A true and correct copy of the form of the Amended Employee Parking Structure Ground Lease (without exhibits) is attached hereto as Exhibit D and incorporated herein by reference.

44. In addition to the corrective amendments to the Restaurant Expansion Ground Lease and the Employee Parking Structure Ground Lease, MAC and MDDC

intend to enter into a certain "Second Modification Of Tower Expansion & Additional Structured Parking Ground Lease" to amend the Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease (Block 576, Lots 1.10 and 1.11) (the "Amended Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease"). Pursuant to the terms of the Amended Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease: (a) the monthly rent has been reduced to more accurately reflect the actual square footage of the leased premises, and (b) certain easements are provided as more fully described therein. The Amended Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease, once executed, will be held in escrow pending Commission approval. A true and correct copy of the form of the Amended Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease (without exhibits) is attached hereto as Exhibit E and incorporated herein by reference.

45. On April 13, 2005, the Commission considered and approved each of the Long-Term Ground Leases. More specifically, the Commission determined that the Restaurant Expansion Ground Lease is subject to N.J.S.A. 5:12-82b and c, and the Commission approved the Restaurant Expansion Ground Lease. See Commission Resolution No. 05-04-13-9, Findings and Rulings, ¶¶ 1-7. The Commission also determined that the Employee Parking Structure Ground Lease is not subject to N.J.S.A. 5:12-82b and c. See Commission Resolution No. 05-04-13-9, Findings and Rulings, ¶ 9. The Commission further determined that the Employee Parking Structure Ground Lease was satisfactory under N.J.S.A. 5:12-104b. Id. Lastly, the Commission determined that to the extent N.J.S.A. 5:12-82b and c is applicable to the Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease (such final determination to be deferred until completion of the hotel facility known as "The Water Club at the Borgata"), such Lease should be approved on the same grounds as the Restaurant Expansion Ground Lease. See Commission Resolution No. 05-04-13-9, Findings and Rulings, ¶¶ 10-11.

46. Because the amendments to the Long-Term Ground Leases will merely make minor corrections to the leasehold descriptions, make concomitant rent adjustments, and/or memorialize certain previously agreed upon easements with respect to the use of Renaissance Pointe, such leases are not substantively different from their form when they were first considered by the Commission on April 13, 2005. Accordingly, the Commission should approve the Long-Term Ground Leases, in their amended form, consistent with its prior review of such leases.

B. *Amendment to the Surface Parking Lot Lease and Related Matters:*

47. The real property subject to the Surface Parking Lot Lease (Block 576, Lot 1.07) is an integral part of the Renaissance Pointe Proposed Casino Site. The Renaissance Pointe Proposed Casino Site is not, however, currently under development. A portion of the Renaissance Pointe Proposed Casino Site was thus leased by MAC to MDDC on an expressly understood, short-term, temporary basis and not as a permanent part of MDDC's approved casino hotel facility site for the Borgata Hotel Casino & Spa®. MDDC has constructed a surface parking lot on the leased premises which is being temporarily used for overflow parking. Notwithstanding the construction of the surface parking lot, the Surface Parking Lot Lease is terminable at anytime (subject to the applicable notice period for termination) to preserve the value of and allow for development on the Renaissance Pointe Proposed Casino Site. The applicable notice period for termination is currently one (1) month's prior written notice. However, to allow MDDC sufficient time to make alternate overflow parking arrangements in the event that the lease is terminated, MAC and MDDC have agreed to amend the Surface Parking Lot Lease to increase the termination period to six (6) months following written notice (except that the lease will expire when the Trust terminates unless the Commission and Division approve a request by MGM MIRAGE and MDDC, jointly, to continue the Surface Parking Lot Lease in effect for a

period and under such terms as may be approved by the Commission and Division in their discretion). The amendment also addresses certain other matters.

48. More particularly, MAC and MDDC intend to enter into a certain "Modification Of Surface Lot Ground Lease" to amend the Surface Parking Lot Lease (the "Amended Surface Parking Lot Lease"). Pursuant to the terms of the Amended Surface Parking Lot Lease: (a) the metes and bounds description of the leased premises has been modified to be consistent with the premises shown as Block 576, Lot 1.07 on the Subdivision Map; (b) the termination period has been extended and other lease provisions have been modified as more fully set forth in the amendment; (c) the monthly rent has been reduced, and (d) a certain easement has been provided as more fully described therein. The Amended Surface Parking Lot Lease once executed, will be held in escrow subject to Commission approval. A true and correct copy of the form of the Amended Surface Parking Lot Lease (without exhibits) is attached hereto as Exhibit F and incorporated herein by reference.

49. MAC and MDDC also intend to enter into the Alternate Parking Lease. The lease will provide MDDC with sufficient additional leased square footage to construct an alternate parking facility in the event that the Surface Parking Lot Lease is terminated. The Alternate Parking Lease once executed, will be held in escrow subject to Commission approval. A true and correct copy of the form of the Alternate Parking Lease (without exhibits) is attached hereto as Exhibit G and incorporated herein by reference.

50. The real property subject to the Surface Parking Lot Lease, as amended, and the Alternate Parking Lease, respectively, does not constitute land under MDDC's approved casino hotel and thus N.J.S.A. 5:12-82b and c are inapplicable.

51. MGM MIRAGE requests that the Commission exercise its statutory discretion under N.J.S.A. 5:12-104b and review and approve the Surface Parking Lot Lease, as amended, and the Alternate Parking Lease. By way of such lease agreements,

MGM MIRAGE has provided a reasonable accommodation to MDDC for MDDC to satisfy its overflow parking requirements.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) approve the Restaurant Expansion Ground Lease (Block 576, Lot 1.08), as amended by the Amended Restaurant Expansion Ground Lease, under N.J.S.A. 5:12-82b and c consistent with the Commission's prior approval of such lease;
- (b) approve the Employee Parking Structure Ground Lease (Block 576, Lot 1.05), as amended by the Second Modification Of Employee Parking Structure Lease And Option Agreement, under N.J.S.A. 5:12-104b consistent with the Commission's prior approval of such lease;
- (c) approve the Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease (Block 576, Lots 1.10 and 1.11), as amended by the Amended Additional Structured Parking Lot/Tower Expansion Parcel Ground Lease, consistent with the Commission's prior review of such lease on April 13, 2005;
- (d) issue a declaratory ruling, pursuant to N.J.S.A. 52:14B-8 and N.J.A.C. 19:40-3.7, that the Surface Parking Lot Lease (Block 576, Lots 1.07), as amended by the Amended Surface Parking Lot Lease, is not subject to N.J.S.A. 5:12-82b and c;
- (e) exercise its discretion and approve the Surface Parking Lot Lease (Block 576, Lots 1.07), as amended by the Amended Surface Parking Lot Lease, under N.J.S.A. 5:12-104b;
- (f) issue a declaratory ruling, pursuant to N.J.S.A. 52:14B-8 and N.J.A.C. 19:40-3.7, that the Alternate Parking Lease (Block 576, Lot 1.12) is not subject to N.J.S.A. 5:12-82b and c;

- (g) exercise its discretion and approve the Alternate Parking Lease (Block 576, Lot 1.12) under N.J.S.A. 5:12-104b;
- (h) approve the assignment of the Long-Term Ground Leases (as amended), the Surface Parking Lot Lease (as amended) and the Alternate Parking Lease from MAC to the Trust together with the transfer of title to the real property subject to the respective leases, and
- (i) grant such other relief as the Commission deems appropriate.

COUNT FIVE:

Approval of the Stipulation of Settlement and Trust Agreement

52. Paragraphs 1 through 51 are incorporated herein by reference as if set forth at length.

53. MGM MIRAGE and the Division have agreed to settle and resolve the issues raised in the Special Report pursuant to the terms of the Stipulation of Settlement and the related Trust Agreement.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) approve the Stipulation of Settlement and the related Trust Agreement;
- (b) delegate to the Chair or her designee the authority to approve the investment banking firm described in paragraph I of the Stipulation of Settlement and paragraph 8(e) of the Trust Agreement
- (c) delegate to the Chair or her designee the authority to approve the form of written report to be provided under paragraph J of the Stipulation of Settlement and paragraph 8(g) of the Trust Agreement;
- (d) delegate to the Chair or her designee the authority to review and/or approve (as the case may be) any Restricted Communication or other

- communication that is limited by, or otherwise subject to, the restrictions set forth in paragraph 14 of the Trust Agreement;
- (e) delegate to the Chair or her designee the authority to approve, as required by the first sentence of paragraph 21(f) of the Trust Agreement, the Trustee's retention or engagement of any permitted financial advisor, legal advisor or other advisor, and
 - (f) grant such other relief as the Commission deems appropriate.

COUNT SIX:

The Status of MGM MIRAGE and Related Entities Under the Act

54. Paragraphs 1 through 53 are incorporated herein by reference as if set forth at length.

55. MAC is an applicant with the Commission for a casino license and such application is currently pending before the Commission. MGM MIRAGE, for and on behalf of MAC, hereby requests that MAC's application for a casino license be withdrawn, as permitted by N.J.A.C. 19:41-8.6, effective as of the date and time all of the Trust Property, Additional Trust Property and Springing Trust Property has been transferred to the Trust.

56. As the landlord under the Long-Term Ground Leases and the Surface Parking Lot Lease (among other reasons), MAC is currently listed on the Commission's Master Vendors List. MGM MIRAGE, for and on behalf of MAC, hereby requests that MAC be removed from the Commission's Master Vendors List effective as of the date and time all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust.

57. MGM MIRAGE, for and on behalf of itself and MRI, MAC and Tracinda Corporation, hereby requests that MGM MIRAGE and each of MRI, MAC and Tracinda

Corporation be withdrawn from each and every status any of them may currently have as a holding company or intermediary company, or as any of them may be otherwise qualified, licensed or registered in any other capacity under the Act. The foregoing withdrawals shall be effective as of the date and time all of the Trust Property, the Additional Trust Property and Springing Trust Property has been transferred to the Trust.

58. The Division has expressly consented to all of the foregoing withdrawals and removals set forth in paragraphs 55 through 57 above pursuant to the Stipulation of Settlement. See Stipulation of Settlement, ¶ N.

59. All of the foregoing withdrawal and removal requests set forth in paragraphs 55 through 57 above are expressly subject to the approval of the settlement of the issues raised in the Special Report between MGM MIRAGE and the Division in total by the Commission (including, approval of the Stipulation of Settlement, the Trust Agreement, the Second Amendment, the Long-Term Ground Leases (as amended), the Surface Parking Lot Lease (as amended), the Alternate Parking Lease, and the Letter Agreement).

60. MGM MIRAGE respectfully requests that the Commission grant any necessary waivers from the qualification requirement pursuant to the Act (and without limitation N.J.S.A. 5:12-85(d)) such that MGM MIRAGE and each of its subsidiaries and affiliates (including, but not limited to, MAC, MRI and Tracinda Corporation), and each of their respective directors, officers and employees will no longer be in a status that requires any of them to be qualified as a holding company or intermediary company (as the case may be), or to be qualified, licensed or registered in any other capacity under the Act. Said waivers, if any are necessary, shall not be effective unless and until all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust.

61. With respect to the granting of any such necessary waivers, the Division shall concur with any granting thereof by the Commission. See Stipulation of Settlement, ¶ O.

62. MGM MIRAGE submits that upon all of the Trust Property, the Additional Trust Property and the Springing Trust Property having been transferred to the Trust, and the granting of any necessary waivers by the Commission (which waivers having been granted in connection with the Commission's approval of the Stipulation of Settlement and the related Trust Agreement), MGM MIRAGE and each of its subsidiaries and affiliates (including, but not limited to, MAC, MRI and Tracinda Corporation), and each of their respective directors, officers and employees will no longer be in a status that requires any of them to be qualified as a holding company or intermediary company (as the case may be), or to be qualified, licensed or registered in any other capacity under the Act.

63. MGM MIRAGE has expressly consented to the Commission having jurisdiction over MGM MIRAGE and each of its subsidiaries, and each of their respective directors, officers and employees for the purpose of, and to the extent necessary for, the enforcement of the Stipulation of Settlement and the related Trust Agreement. See Stipulation of Settlement, ¶ W.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) approve the withdrawal of MAC's application for a casino license effective as of the date and time all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust;
- (b) approve the removal of MAC from the Commission's Master Vendors List effective as of the date and time all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust;

- (c) approve the withdrawal of MGM MIRAGE, MRI, MAC and Tracinda Corporation from each and every status any of them may currently have as a holding company or intermediary company, or as any of them may be otherwise qualified, licensed or registered in any other capacity under the Act, said withdrawal being effective as of the date and time all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust;
- (d) grant any necessary waivers from the qualification requirement pursuant to the Act (and without limitation N.J.S.A. 5:12-85(d)) such that MGM MIRAGE and each of its subsidiaries and affiliates (including, but not limited to, MAC, MRI and Tracinda Corporation), and each of their respective directors, officers and employees will no longer be in a status that requires any of them to be qualified as a holding company or intermediary company (as the case may be), or to be qualified, licensed or registered in any other capacity under the Act; provided, however, that any such waivers shall not be effective unless and until all of the Trust Property, the Additional Trust Property and the Springing Trust Property has been transferred to the Trust,
- (e) issue a declaratory ruling, pursuant to N.J.S.A. 52:14B-8 and N.J.A.C. 19:40-3.7, that upon all of the Trust Property, the Additional Trust Property and the Springing Trust Property having been transferred to the Trust, and the granting of any necessary waivers by the Commission (which waivers having been granted in connection with the Commission's approval of the Stipulation of Settlement and the related Trust Agreement), MGM MIRAGE and each of its subsidiaries and affiliates (including, but not limited to, MAC, MRI and Tracinda

Corporation), and each of their respective directors, officers and employees will no longer be in a status that requires any of them to be qualified as a holding company or intermediary company (as the case may be), or to be qualified, licensed or registered in any other capacity under the Act (except that, MGM MIRAGE has expressly consented to the Commission having jurisdiction over MGM MIRAGE and each of its subsidiaries, and each of their respective directors, officers and employees for the purpose of, and to the extent necessary for, the enforcement of the Stipulation of Settlement and the related Trust Agreement), and

- (f) grant such other relief as the Commission deems appropriate.

COUNT SEVEN:

Special Report - Sealing Request

64. Paragraphs 1 through 63 are incorporated herein by reference as if set forth at length.

65. A redacted version of the Special Report is attached to the Stipulation of Settlement as Exhibit B. The redacted information is highly confidential financial and background information protected from public disclosure under N.J.S.A. 5:12-74d and e.

66. The Division agrees not to oppose the foregoing sealing request. See Stipulation of Settlement, ¶ M.

WHEREFORE, MGM MIRAGE respectfully requests that the Commission:

- (a) maintain the confidentiality of the redacted financial and background information in the Special Report pursuant to N.J.S.A. 5:12-74d and e (as shown in the redacted version of the Special Report attached to the

Stipulation of Settlement as Exhibit B), and issue an order barring the public disclosure of such redacted information, and

- (b) grant such other relief as the Commission deems appropriate.

Respectfully submitted,
FOX ROTHSCHILD LLP

BY: _____

Nicholas Casiello, Jr., Esquire
Patrick Madamba, Jr., Esquire
Attorneys for MGM MIRAGE

Dated: March 11, 2010

Nicholas Casiello, Jr., Esquire
Patrick Madamba, Jr., Esquire
Fox Rothschild LLP
Midtown Building, Suite 400
1301 Atlantic Avenue
Atlantic City, New Jersey 08401
609-348-4515
Attorneys for MGM MIRAGE

IN THE MATTER OF THE PETITION OF	:	STATE OF NEW JERSEY
MGM MIRAGE FOR APPROVAL OF A	:	CASINO CONTROL COMMISSION
STIPULATION OF SETTLEMENT AND	:	PROOF OF SERVICE
RELATED RELIEF	:	
	:	

Patrick Madamba, Jr., Esquire, hereby certifies as follows:

1. On March 11, 2010, the original and nine (9) copies of the above-captioned Petition were hand delivered to the Leonora Humphreys, Casino Control Commission, Document Control Unit, Boardwalk & Tennessee Avenue, Atlantic City, New Jersey 08401 and two (2) copies of the above-captioned Petition were sent by Federal Express to George N. Rover, Assistant Attorney General, Division of Gaming Enforcement, 140 E. Front Street, Trenton, New Jersey 08625.

2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

FOX ROTHSCHILD LLP

BY: _____

Patrick Madamba, Jr., Esquire

EXHIBIT A
TO THE PETITION

THIS AGREEMENT, dated as of February 26, 2010 (this "Agreement"), is by and among MARINA DISTRICT DEVELOPMENT HOLDING CO., LLC (the "Company"), BOYD ATLANTIC CITY, INC., a New Jersey corporation ("Boyd Sub"), BOYD GAMING CORPORATION, a Nevada corporation ("Boyd"), MAC, CORP., a New Jersey corporation ("MR Sub"), and MGM MIRAGE, a Delaware corporation.

Reference is made to (a) the Operating Agreement of the Company (the "Operating Agreement"), adopted pursuant to the Contribution and Adoption Agreement, dated as of December 13, 2000, among the Company, Boyd Sub and MR Sub (the Operating Agreement, taken together with the amendments thereto pursuant to this Agreement, is sometimes referred to in this Agreement as the "Amended Operating Agreement"), and (b) the proposed Stipulation of Settlement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meanings respectively ascribed thereto in the Operating Agreement.

In consideration of the premises and the covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Boyd Sub hereby (a) approves the Transfer by MR Sub of its entire Interest (the "Subject Interest") to the Trust (as hereinafter defined) and (b) agrees that the requirements of Section 11.4 of the Operating Agreement shall not apply to such Transfer. Upon such Transfer, the Trust shall, without necessity of any approval, consent or acknowledgment by Boyd Sub, (i) be admitted as a Member of the Company in the place of MR Sub, (ii) succeed to the Capital Account of MR Sub and (iii) have all rights of a Member under the Amended Operating Agreement and all rights under the Amended Operating Agreement incident to the ownership of the Subject Interest, and the Trustee (as hereinafter defined) shall have the power to exercise all such rights. Boyd Sub will remain the Managing Member following the Transfer of the Subject Interest to the Trust, subject to the provisions of the Amended Operating Agreement (including Section 9.3 thereof).

2. Boyd Sub acknowledges that the purpose of the Trust is to provide for the sale of the Subject Interest (and certain related assets contemplated by the Stipulation of Settlement) and the remittance of the proceeds therefrom to MGM MIRAGE (the economic beneficiary of the Trust) or its designated subsidiary or Affiliate. The Company and Boyd Sub agree to cooperate, as may reasonably be requested by MGM MIRAGE or the Trustee, in connection with efforts to market and (subject to the right of first refusal with respect to Interests under Section 11.4 of the Amended Operating Agreement), sell the Subject Interest and such related assets. Notwithstanding anything to the contrary in the Amended Operating Agreement or otherwise, Boyd Sub:

(a) agrees that the Company shall, and Boyd Sub shall and shall cause the Company and its subsidiaries to, (i) afford to MGM MIRAGE and the Trustee (as applicable), their respective representatives and advisors, and entities and persons to whom the Subject Interest is marketed on behalf of MGM MIRAGE or the Trustee ("Bidders"), and the respective representatives, advisors and financing sources of Bidders ("Bidder Team Members"), such access to the Company's and its subsidiaries' properties, contracts, commitments, ledgers, books and records (subject to Section 3(b) of this Agreement), and to appropriate officers, employees,

representatives and accountants of the Company and its subsidiaries as reasonably designated by the Company, in each case, as may reasonably be requested by MGM MIRAGE or the Trustee to facilitate the investigation, marketing, valuation and sale (and financing for a buyer's acquisition) of the Subject Interest, (ii) direct appropriate members of senior management of the Company and its subsidiaries, as reasonably designated by the Company, and representatives of the Company's independent auditors, to participate in a reasonable number of meetings and due diligence sessions with Bidders, Bidder Team Members, MGM MIRAGE, the Trustee, and their respective and representatives and advisors, in connection with such investigation, marketing, valuation, sale and financing, and (iii) cooperate with and, as may reasonably be requested by MGM MIRAGE or the Trustee, assist MGM MIRAGE and the Trustee, in providing information to be utilized in the preparation of marketing materials with respect to the Subject Interest, and disclosure schedules and similar documents in connection with any agreement to sell the Subject Interest;

(b) (i) hereby approves and consents to the Transfer by the Trust of the Subject Interest to a Third Party, subject only to the requirements of Section 11.4 of the Amended Operating Agreement, and (ii) agrees that upon a sale of the Subject Interest by the Trust, the transferee of the Subject Interest shall (subject to the requirements under the New Jersey Casino Control Act, but without necessity of any approval, consent or acknowledgment by Boyd Sub) be admitted as a Member of the Company in the place of the Trust and have all rights of a Member under the Amended Operating Agreement and all rights under the Amended Operating Agreement incident to the ownership of the Subject Interest and, without limiting the generality of the foregoing, the Trust, MGM MIRAGE and MR Sub shall be entitled to assign their respective rights under the Amended Operating Agreement and in and to related assets, in whole or in part in their discretion, to such transferee; and

(c) agrees that, if requested to do so by the Trust or the transferee of the Subject Interest, the Managing Member, on behalf of the Company, shall elect to adjust the basis of the assets of the Company for federal income tax purposes in accordance with Section 754 of the Code for the Company's taxable year in which the sale of the Subject Interest by the Trust occurs. For the avoidance of doubt, Section 7.8(a) of the Operating Agreement remains in effect and is not limited by this Agreement.

3. (a) In connection with any disclosure by MGM MIRAGE or the Trustee to a Bidder of Company confidential information, MGM MIRAGE or the Trustee, as the case may be, shall require such Bidder to agree in writing to maintain the confidentiality of such information on terms customary for a sale transaction comparable to the sale transaction contemplated herein and in the Stipulation of Settlement, and the Company shall be a third-party beneficiary of each such confidentiality agreement. MGM MIRAGE or the Trustee shall make good faith efforts to negotiate such confidentiality agreement and the initial draft of such confidentiality agreement provided to each Bidder shall be based on the form of confidentiality agreement agreed to as of the date hereof by the parties hereto and attached as Exhibit A. Following execution of each such confidentiality agreement, Boyd Sub shall be provided a copy thereof.

(b) Boyd Sub shall not be required to provide to Bidders (i) the confidential patron database of the Company, or any summary thereof or detailed information related thereto

(provided that Boyd Sub shall in any event make available the total number of patrons in the patron database of the Company, the geographic breakdown (reflected on a percentage basis) of patrons identified in such database and semi-annual reports on the number of patrons added to the patron database); (ii) any individual or departmental salaries and wages, other than as may be included in any union collective bargaining agreement; (iii) confidential prospective marketing strategies and plans, or the effectiveness or results of the implementation thereof; (iv) confidential settlement agreements (provided that Boyd Sub shall in any event make available information relating to liabilities relating to such settlement agreements and a fair description of the claims, their background and status (however the names (but not a fair description) of the individual parties may be redacted)); (v) confidential security or surveillance reports of the Company's hotel and casino facility, except for information that would reasonably be expected to be material to an evaluation of the Subject Interest; and (vi) vendor price lists and purchase contracts (provided that Boyd Sub shall in any event make available (A) a summary of material terms of purchase contracts that are relevant to the evaluation of the Subject Interest by the Bidder, (B) purchase contracts providing for payments by or to the Company or any of its subsidiaries in excess of \$1 million in any fiscal year and \$3 million in the aggregate during the term thereof, or that include non-competition, non-solicitation or exclusivity covenants and (C) other contracts that are material to the Company or its subsidiaries, their business and operations). Notwithstanding anything to the contrary in the foregoing, in connection with late stage negotiations between MGM MIRAGE or the Trustee and one or more bona fide Bidders (as determined in the respective good faith discretion of MGM MIRAGE or the Trustee provided that no Bidder shall be deemed bona fide if they have not submitted a bid in writing, whether or not conditional) relating to a possible sale of the Subject Interest (a "Determination"), following reasonable notice to Boyd Sub of such Determination, meetings shall be promptly scheduled to provide a reasonable level of detail and information, including appropriate documents, data or other materials withheld pursuant to clauses (ii), (iv) and (vi) of the preceding sentence, to each such Bidder's outside legal counsel, accountants and other professional outside advisors in supervised data rooms, provided that such outside legal counsel, accountants and other professional outside advisors may not photocopy such documents, data and other materials. Likewise, appropriate officers, employees, representatives and accountants of the Company shall meet with each such bona fide Bidder to discuss matters related to (iii) above, at a level of detail that is not likely to divulge important trade secrets of the Company, but rather is intended to give a bona fide Bidder an overview of marketing issues at a level that is customary and appropriate under the circumstances for the evaluation of a purchase of the Subject Interest.

4. Boyd Sub, and any Affiliates thereof, shall not incur liability to MGM MIRAGE (or any of its Affiliates), the Trust, any Bidder or any transferee of the Subject Interest from the Trust, in each case, resulting from the provision by MGM MIRAGE of information about the Company or the Subject Interest to Bidders in connection with MGM MIRAGE's efforts to market and sell the Subject Interest, except in respect of information provided by Boyd Sub or the Company, and provided, however, that the foregoing shall not waive or limit any liability that Boyd Sub (and Affiliates thereof) may have that is unrelated to the provision of such information in connection with such efforts to market and sell.

5. Subject to the occurrence of the Transfer of the Subject Interest to the Trust (the "Effective Time"), MGM MIRAGE agrees as follows:

(a) if, concurrently with or following the occurrence of a Specified Distribution (as hereinafter defined) and prior to the sale of the Subject Interest by the Trust, the Trust shall have received a cash distribution from the Company of Distributable Cash in an amount not less than \$10,000,000 (a "Trust Distribution"), MGM MIRAGE agrees that the Trust shall provide for \$10,000,000 to be paid to Boyd Sub; and

(b) following the sale of the Subject Interest by the Trust and the remittance of the proceeds of such sale to MGM MIRAGE or MR Sub, MGM MIRAGE shall cause the Subject Amount (as hereinafter defined) to be paid to Boyd Sub. The "Subject Amount" shall mean: (i) if a Trust Distribution shall not have been received by the Trust, an amount equal to the greater of (A) the Net Proceeds Portion (as hereinafter defined) and (B) \$10,000,000; and (ii) if a Trust Distribution shall have been received by the Trust, an amount (if any) equal to the positive number excess (if any) of the Net Proceeds Portion minus \$10,000,000. The "Net Proceeds Portion" shall mean an amount equal to three percent (3%) of the cash sale price proceeds received by MGM MIRAGE or MR Sub from a sale of the Subject Interest by the Trust.

6. Subject to the occurrence of, and effective upon, the Effective Time, the Operating Agreement is hereby amended as follows:

(a) The following defined terms are added to Section 1.10 of the Operating Agreement:

"Stipulation of Settlement" means a Stipulation of Settlement executed on behalf of MGM MIRAGE and the State of New Jersey, Department of Law and Public Safety, Division of Gaming Enforcement, In The Matter of The Reopened 2005 Casino License Hearing of Marina District Development Company, LLC.

"Trust" means the trust established pursuant to (i) the Stipulation of Settlement and (ii) a Trust Agreement among MGM MIRAGE, MR Sub and the Trustee.

"Trust Holding Period" means the period commencing at the time MR Sub Transfers its Interest to the Trust and the Trust becomes a Member and ending at such time thereafter as the Trust Transfers its Interest and the transferee becomes a Member.

"Trustee" means, at any time, the person serving at such time as trustee of the Trust."

(b) Section 5.2(e) of the Operating Agreement is restated to read in its entirety as follows:

"If the additional capital contributions of Boyd Sub pursuant to the first sentence of Section 3.3(a) hereof and pursuant to Section 3.3(b) hereof exceed the fair market value of the sum of the Property and the other tangible and intangible property referred to in Section 3.2(c) hereof at the time of the conveyance of the Property to the Company as specified in Section 3.2(c) hereof, upon liquidation of the Company in accordance with Article 13 hereof MR Sub shall be allocated items of income and gain, including gross income if necessary, in an amount equal to the positive difference, if any, of (i) the excess of such additional capital contributions over such fair market value, *over* (ii) the amount of Specified Distributions to Boyd Sub pursuant to Section 6.2(b) of this Agreement."

any capital expenditure items contained in the annual Capital Expenditure Budget approved by the Members as set forth in Section 7.11 hereof. The funds for the Capital Expenditures Reserve Account shall be deposited into a bank account in accordance with the terms of Section 7.7 hereof. The signature of an authorized representative of Managing Member shall be the only signature required to make withdrawals (by check or otherwise) from such account, provided that the monies withdrawn are to be used only for the purposes set forth herein. Notwithstanding the first sentence of this Section 7.10, the Members acknowledge and agree that from and after the opening of the Facility, Managing Member shall have the right, but not the obligation, to fund the Capital Expenditure Reserve Account with cash, but the lack of funding shall not affect the calculation of the amount of the Capital Expenditure Reserve Account. No Member shall have any obligation to make a capital contribution to the Company to fund the Capital Expenditure Reserve Account.”

(f) The following proviso is added to the end of Section 9.2(e) of the Operating Agreement:

“provided that, during the Trust Holding Period, the approval of the Trustee shall not be required for a refinancing of Company indebtedness if such refinancing (i) is provided on an arm’s-length basis and does not provide, directly or indirectly, for any fee, other compensation or other financial accommodation to the Managing Member or any Affiliates of the Managing Member other than the Company, (ii) does not provide for any payment, commitment, pledge or guaranty by, or recourse against, any past, current or future Member and (iii) does not provide for any right to accelerate obligations (or otherwise require any payment to the lenders) upon any Transfer of an Interest by, or change in control of, any Member other than Boyd Sub;”

(g) The text in Section 9.2(g) of the Operating Agreement is restated to read in its entirety as follows:

“capital expenditures in excess of any funds contained in the Capital Expenditure Reserve Account other than (i) any capital expenditures included in a Capital Expenditure Budget prepared by the Managing Member and approved by the Non-Managing Member as provided herein, (ii) any capital expenditures that are Project Costs to be incurred in accordance with the terms hereof, or (iii) during the Trust Holding Period, other capital expenditures to the extent paid for ordinary course maintenance of the Borgata Hotel Casino facility (consistent with past practice, or as otherwise reasonably necessary), and not exceeding \$25,000,000 in the aggregate under this clause (iii) during any 12 consecutive month period;”

(h) The figure “\$500,000” in Section 9.2(i) of the Operating Agreement is replaced with “\$1,000,000”.

(i) The following proviso is added to the end of Section 9.2(k) of the Operating Agreement:

“provided that, during the Trust Holding Period, the approval of the Trustee shall not be required for the retention of any of (A) PricewaterhouseCoopers, (B) Deloitte Touche Tohmatsu, (C) Ernst & Young or (D) KPMG to audit the Company’s financial statements and prepare its tax returns;”

(j) The text Section 9.2(m) of the Operating Agreement is replaced with the following: “[intentionally omitted];”

(k) The figure “\$50,000” in Section 9.2(n) of the Operating Agreement is replaced with “\$200,000”.

(l) The word “and” is inserted at the end of Section 9.2(o) of the Operating Agreement and the text “; and” at the end of Section 9.2(p) of the Operating Agreement is deleted and replaced with “.”.

(m) Section 9.2(q) of the Operating Agreement is deleted in its entirety.

(n) In the second sentence of Section 9.3(a) of the Operating Agreement:

(i) the word “or” is inserted immediately before clause (iii);

(ii) clauses (iv), (v) and (vi) (from and including “; (iv)” to and including “Force Majeure Event(s) specified therein”) are deleted; and

(iii) the words “specified in (i) through (vi) above” are replaced with “specified in (i) through (iii) above”.

(o) In the third sentence of Section 9.3(a), the percentage “3.5%” is replaced with “1.5%”.

(p) The fourth and fifth sentences of Section 9.3(a) of the Operating Agreement are deleted.

(q) The following sentence is added to the end of Section 9.4 of the Operating Agreement:

“The Managing Member shall designate from time to time appropriate senior executives and managers of the Managing Member and of the Company to serve as primary points of contact for inquiries by Members regarding the Company’s operations.”

(r) The following proviso is added to the end of the second sentence of Section 9.5(a) of the Operating Agreement:

“and provided that the approval of the Trustee shall not be required for an appointment or replacement of the chief executive officer (or equivalent officer) of the Company during the Trust Holding Period”

(s) The second and third sentences of Section 11.2(d) of the Operating Agreement are restated to read in their entirety as follows:

“All Transfers shall contain an agreement of the transferee to accept the Transfer and to accept and adopt all of the applicable provisions of this Agreement. The Member making a Permitted Transfer shall execute, acknowledge and deliver all such documents and instruments as may be necessary or desirable to effectuate such Transfer, and shall pay all costs and expenses incurred by the Company in connection with such Transfer.”

(t) The following text in the first sentence of Section 11.2(e) of the Operating Agreement is deleted:

“or would cause a default under any agreement or instrument to which the Company is a party or by which it is bound”

(u) The proviso in Section 11.4(a) of the Operating Agreement is restated to read in its entirety as follows:

“, provided that the Member wishing to Transfer its Interest (the “Initiating Member”) first offers the Interest (or portion thereof) to the other Member as provided in this Section 11.4. Notwithstanding anything to the contrary in this Agreement, Boyd Sub may not Transfer, without the consent of all Members, all or any part of its Interest in the Company, pursuant to this Section 11.4 or otherwise, if such Transfer would cause a default or acceleration under any agreement or instrument to which the Company is party or by which it is bound.”

(v) Section 11.4(c) of the Operating Agreement is restated to read in its entirety as follows:

“(c) If the Responding Member does not deliver the Acceptance Notice within the 30-day period referred to above, the Initiating Member may, within 90 days (or such longer period, not in excess of 180 days, as may be necessary for the Third Party to satisfy applicable regulatory requirements) after the expiration of such 30-day period, consummate the proposed Transfer to a Third Party on the terms set forth in the Offering Notice or on substantially similar terms. If the Initiating Member does not consummate the proposed Transfer within such period, the proposed Transfer may not be effected unless the Initiating Member again complies with the provisions of this Section 11.4.”

7. For the avoidance of doubt, the obligation, pursuant to the Stipulation of Settlement and the Trust Agreement for the Trust, to Transfer the Subject Interest, shall be deemed not to breach any provision of the Operating Agreement or Amended Operating Agreement, it being understood that Section 11.4 of the Amended Operating Agreement shall be complied with in connection with a sale of the Subject Interest from the Trust to a Third Party.

8. (a) Subject to the occurrence of, and effective from and after, the Effective Time, (a) the Company’s rent payment obligation (but not any property tax or other reimbursement obligation) under the Surface Lot Ground Lease, as amended, dated August 20,

2004 ("Surface Lot Ground Lease") is waived in respect of the period from the Effective Time until such lease expires or is terminated in accordance with its terms, and (b) the rent (but not any property tax or other reimbursement obligation) payable by the Company in respect of post-Effective Time periods under each of the Employee Parking Ground Lease, as amended, dated January 16, 2002 ("Employee Parking Ground Lease"), Expansion Ground Lease, as amended, dated January 1, 2005 ("Expansion Ground Lease") and Tower Expansion & Additional Structured Parking Ground Lease, as amended, dated January 1, 2005 ("Tower Expansion & Additional Structured Parking Ground Lease") is reduced by 10%, respectively, from the rent in effect immediately prior to the Effective Time, in each case, subject to future increase pursuant to CPI escalators and other adjustment provisions set forth therein.

(b) Pursuant to the terms of each of the Surface Lot Ground Lease, Employee Parking Ground Lease, Expansion Ground Lease and Tower Expansion & Additional Structured Parking Ground Lease (collectively, the "Leases"), notice is hereby given that MR Sub shall, subject to the occurrence of the Transfer of the Subject Interest to the Trust, assign all of its right, title and interest, as landlord, in and to each of the Leases to the Trust. Boyd Sub and the Company hereby waive any longer notice that may be required under the Leases in respect of such assignments.

9. (a) The provisions of this Agreement may not be waived, amended or repealed, in whole or in part, by any of the parties hereto, except with the written consent of each of the parties hereto.

(b) This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement, together with the Operating Agreement (as amended by this Agreement), constitutes the complete and exclusive statement of the agreement among the parties hereto with respect to the subject matter of this Agreement.

(e) Each of the parties hereto agrees to perform any further acts and execute, acknowledge and deliver any documents or instruments which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law principles. In the event of any litigation between the parties concerning or arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the federal and state courts in New Jersey.

10. Notwithstanding anything to the contrary in Sections 7.10 and 9.2 in the Amended Operating Agreement, during the Trust Holding Period (as such term is defined in the Amended Operating Agreement) (A) the Capital Expenditure Reserve Account shall not be funded, (B) no capital expenditures shall be made using the Capital Expenditure Reserve Account and (C) no

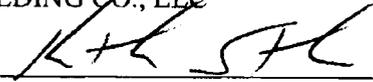
capital expenditures shall be made except as specifically provided pursuant to clauses (i) through (iii) of Section 9.2(g) of the Amended Operating Agreement.

11. MR Sub represents that, to the Knowledge of MR Sub (as defined below), as of the date of this Agreement there is no breach of the Operating Agreement that has had a material adverse effect on the business, operations and financial condition of the Company and its subsidiaries, taken as a whole. Boyd Sub represents that, to the Knowledge of Boyd Sub (as defined below), as of the date of this Agreement there is no breach of the Operating Agreement that has had a material adverse effect on the business, operations and financial condition of the Company and its subsidiaries, taken as a whole. For purposes of this Section: (a) "Knowledge of MR Sub" means the actual knowledge, as of the date of this Agreement, of James J. Murren, John M. McManus, William Hornbuckle and Daniel J. D'Arrigo, without any duty of inquiry and which shall not encompass constructive, imputed or similar concepts of knowledge; and (b) "Knowledge of Boyd Sub" means the actual knowledge, as of the date of this Agreement, of William S. Boyd, Keith Smith, Robert L. Boughner, Brian A. Larson, Joseph Corbo and Auggie Cippolini, without any duty of inquiry and which shall not encompass constructive, imputed or similar concepts of knowledge.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

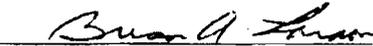
MARINA DISTRICT DEVELOPMENT
HOLDING CO., LLC

By: 
Name: Keith Smith
Title: Manager and Vice President

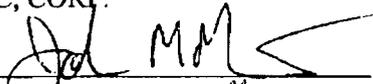
BOYD ATLANTIC CITY, INC.

By: 
Name: Brian A. Larson
Title: Vice President and
Assistant Secretary

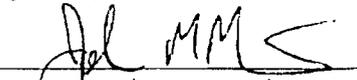
BOYD GAMING CORPORATION

By: 
Name: Brian A. Larson
Title: Executive Vice President,
Secretary and General Counsel

MAC, CORP.

By: 
Name: John McManus
Title: Secretary

MGM MIRAGE

By: 
Name: John McManus
Title: Secretary

CONFIDENTIALITY AGREEMENT

[MGM MIRAGE / THE TRUST] (the "*Disclosing Party*"), and [BIDDER] and its affiliates (collectively, "*Recipient*") have agreed to discuss on a preliminary basis a potential transaction involving the sale by [THE TRUST] of its interest in Marina District Development Holding Co., LLC (the "*Company*") (the "*Transaction*"). The Disclosing Party and Recipient agree that in connection with the activities related to the Transaction, there may be disclosed oral and written information that is proprietary and confidential. The Disclosing Party is willing to permit disclosure of such information to Recipient pursuant to the terms and conditions of this Confidentiality Agreement (this "*Agreement*") set forth below.

1. (a) All information disclosed or furnished by, or at the direction of, [MGM MIRAGE, THE TRUST], the Company, or by their respective officers, directors, employees, consultants, agents or representatives, to the Recipient or to its officers, directors, employees, consultants, agents, representatives or affiliates, whether orally, in writing or otherwise, and whether received before or after the date of this Agreement, shall be deemed to be proprietary and confidential information of the Disclosing Party and the Company (collectively, the "*Proprietary Information*").

(b) Except as provided specifically herein, Recipient agrees that it shall not disclose any Proprietary Information to any Person. The Proprietary Information shall be treated as proprietary and confidential by the Recipient, taking such action as shall be necessary or desirable to preserve and protect the confidentiality of the Proprietary Information using means not less than those used to protect its own proprietary or confidential information, which in any event shall be no less than a commercially reasonable standard of care. Recipient agrees that it shall use Proprietary Information solely for the purpose of evaluating the Transaction and shall not use, directly or indirectly, any Proprietary Information (or any information based thereon), in whole or in part: (i) for any other purpose whatsoever; (ii) for any manner to the detriment of the Company, the Trust, MGM or any of their affiliates; or (iii) for its own benefit or for the benefit of any third party. As used herein, the term "*third party*" shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership, limited liability company or other entity or Person.

(c) Recipient may only disclose such Proprietary Information to its directors, officers, employees, affiliates, agents, advisors (including legal, financial and accounting advisors), financing sources or consultants (collectively, "*Representatives*") who need to know such Proprietary Information for the purpose of evaluating the Transaction (it being understood that such Representatives shall be informed by Recipient of the confidential nature of the Proprietary Information and will expressly agree to keep all Proprietary Information received directly or indirectly from, or at the direction of, the [MGM MIRAGE, THE TRUST], Recipient or their respective Representatives confidential pursuant to the terms of this Agreement and be bound by all other applicable terms of this Agreement. Recipient agrees to be responsible for any and all breaches of the terms of this Agreement by its Representatives.

(d) Recipient agrees that all (i) communications regarding the Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed only to [PERSONS TO BE DESIGNATED BY MGM MIRAGE OR THE TRUST] (each, a "*Designated Person*"). Recipient further agrees that under no circumstances will Recipient or its Representatives discuss or otherwise communicate any aspect of the Transaction to any Person other than a Designated Person, without the express written permission of the Disclosing Party. Without the Disclosing Party's prior written consent, Recipient shall not, and Recipient shall direct its Representatives not to, (A) disclose to any Person the fact that Proprietary information has been made available to Recipient, that Recipient is considering a proposed Transaction or that discussions or negotiations are taking place or have taken place concerning a proposed Transaction, or any of the terms, conditions or other facts with respect to any such Transaction, including the status and/or timing thereof, or (B) make any contact of any nature regarding a proposed Transaction (including inquiries or requests concerning Proprietary Information) with any supplier, employee, officer, consultant, customer, labor union, bank or other lender of or to [MGM MIRAGE], the Company or any of their respective affiliates.

2. Notwithstanding the provisions of Paragraph 1 above, the term Proprietary Information does not include information that (a) is or becomes within the public domain through no act of the Recipient or any of its Representatives in breach of the terms of this Agreement; (b) was in the possession of the Recipient or any of its Representatives (on a non-confidential basis) prior to its disclosure by, or at the direction of, [MGM MIRAGE, THE TRUST] or the Company, to Recipient or such Representative pursuant hereto, and the Recipient or such Representative can so prove; (c) is independently developed by the Recipient, and the Recipient can so prove; or (d) is received from another source without any restriction on use or disclosure through no act of the Recipient or any of its Representatives in breach of the terms of this Agreement, and the Recipient can so prove.

3. All obligations under this Agreement shall survive the termination of this Agreement and/or negotiations relating to the potential Transaction, provided that Recipient's confidentiality and non-disclosure obligations under this Agreement shall terminate on the date that is the third anniversary of the date of this Agreement.

4. Notwithstanding the foregoing, the Disclosing Party may elect at any time to terminate further access by Recipient or its Representatives to the Proprietary Information. As soon as possible upon the written request of the Disclosing Party or upon the termination of discussions with Recipient, Recipient shall promptly return to the Disclosing Party all Proprietary Information which has been provided to Recipient and will destroy or delete all copies (including hard and soft copies, as well as back-up copies thereof), and any other written documentation prepared by Recipient for internal purposes based in whole or in part on any Proprietary Information. Recipient shall confirm in writing such destruction to the Disclosing Party.

5. Nothing in this Agreement shall be construed as precluding [MGM MIRAGE OR THE TRUST] from negotiating with or entering into any agreement with others relating to the Transaction. In addition, unless and until a definitive agreement relating to the Transaction is entered into by the parties and/or their affiliates, nothing contained in this Agreement or otherwise shall in any way obligate [MGM MIRAGE, ITS SUBSIDIARIES, THE TRUST] or Recipient (including any of its Representatives) with respect to the proposed Transaction, except for the matters expressly agreed to in this Agreement.

6. In the event Recipient or any of its Representatives is legally requested or required (by oral question, interrogatories, requests for information, or documents, subpoenas, civil investigative demand or similar process) to disclose any of the Proprietary Information, Recipient or such Representative shall immediately notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive the provisions of this Agreement. In the event that such protection or other remedy is not obtained or that the Disclosing Party waives compliance, the Recipient or such Representative agrees to furnish only that portion of the Proprietary Information that Recipient or such Representative is advised by counsel is legally required to be disclosed.

7. Recipient acknowledges and agrees that any unpermitted disclosure or use of Proprietary Information will cause irreparable harm and agrees that damages alone will not be a sufficient remedy for breach of this Agreement and that the Disclosing Party shall be entitled to immediate injunctive or other equitable relief (including, without limitation, the entry of an immediate restraining order without notice to Recipient and without the necessity of posting any bond or other surety in connection with the issuance of such injunctive relief) to enforce the provisions of this Agreement. Recipient further agrees to indemnify MGM and the Company for, from and against any and all losses, liabilities, obligations, damages, penalties, judgments, suits, costs, expenses or disbursements of any kind (including, without limitation, attorneys' fees and expenses) arising out of, or incurred by MGM or the Company, as the result of a material violation, breach or non-performance of any of the terms of this Agreement by Recipient.

8. Recipient acknowledges that it is aware, and that it will advise its Representatives, that the United States securities laws prohibit any person who has material, non-public information concerning the Company or MGM from purchasing or selling securities of or relating to the Company or MGM or from communicating such

information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. Recipient understands and acknowledges that neither [the Company, THE TRUST nor MGM MIRAGE] nor any of their respective affiliates or officers, directors, employees, accountants, attorneys, financial advisors, consultants or other agents or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information. Recipient agrees that neither [the Company, THE TRUST nor MGM MIRAGE] nor any of their respective affiliates or officers, directors, employees, accountants, attorneys, financial advisors, consultants or other agents or representatives shall have any liability to Recipient or any of its Representatives relating to or resulting from Recipient's or its Representative's use of the Proprietary Information or any errors therein or omissions therefrom. Recipient further understands and agrees that [MGM MIRAGE or THE TRUST] shall be free to conduct the process for a Transaction which it shall determine in its sole discretion (including changing or terminating such process, providing any information to any other Person, negotiating with any other Person or entering into a definitive agreement with any other Person with respect to any transaction, in each case, at any time and without notice to Recipient or any other Person) and (b) shall be free at its sole discretion to at any time accept or reject any proposal, and (ii) Recipient shall have no claim against the [MGM MIRAGE, THE TRUST] or any of their respective affiliates or officers, directors, employees, accountants, attorneys, financial advisors, consultants or other agents or representatives in connection with any of the foregoing.

10. For a period of one (1) year from the date of this Agreement, without the prior written consent of the Company, neither Recipient nor any of its Representatives shall solicit for employment or engagement (or employ or engage) any director level employee and above of the Company (each a "Protected Employee") or otherwise seek to influence or alter any such person's relationship with the Company; provided that a general advertisement or use of a search firm, in either case, not specifically directed at any Protected Employee, shall not violate this paragraph.

11. Recipient hereby represents and warrants that Recipient is not bound by the terms of a confidentiality agreement or other agreement with any other Person that would conflict with any of Recipient's obligations under this Agreement.

12. Recipient agrees that, unless and until a binding agreement is entered into between the Trust and Recipient with respect to the Transaction, none of [THE TRUST, MGM MIRAGE] or Recipient will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression, except with respect to the matters specifically agreed to herein. Except as provided in paragraph 11 herein, nothing contained in any discussions between Recipient and the [THE TRUST OR MGM MIRAGE] or in any Proprietary Information shall be deemed to constitute a representation or warranty. Except for the matters set forth in this Agreement or in any such binding agreement, neither party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, any custom, usage of trade, course of dealing or conduct.

13. This Agreement contains the sole and entire agreement between the parties relating to the subject hereof; and any representation, promise, or condition not contained herein, or any amendment hereto, shall not be binding on either party unless set forth in a subsequent written agreement signed by an authorized representative of the party to be bound thereby. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement; provided, however, that (a) the Company shall be a third party beneficiary of this Agreement with the right to enforce the provisions of this Agreement to the extent relating to Proprietary Information of the Company and (b) [THE TRUST / MGM MIRAGE] shall be a third party beneficiary of this Agreement with the right to enforce the provisions of this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Each party further

agrees that an electronic, facsimile and/or digital signature will be accorded the full legal force and effect of a handwritten signature.

15. For purposes of this Agreement: (a) "affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person (for this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise); and (b) "Person" shall be broadly interpreted to include any individual, corporation, company, partnership, limited liability company, trust or other entity (including any court, government or agency, commission, board or authority thereof, federal, state or local, domestic, foreign or multinational).

16. In the event of litigation regarding this Agreement, if a court of competent jurisdiction determines in a final, nonappealable order that this Agreement has been breached by Recipient or any of its Representatives, then Recipient will reimburse the Company and [THE TRUST OR MGM MIRAGE], promptly after demand by the Company or [THE TRUST OR MGM MIRAGE], for its reasonable costs and expenses (including reasonable legal fees and disbursements) incurred in connection with enforcing this Agreement in such litigation.

17. No failure or delay by [THE TRUST OR MGM MIRAGE] or the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

18. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed within such State, excluding its conflict of law rules.

[The remainder of this page is left blank intentionally.]

In Witness Whereof, the parties have executed this Confidentiality Agreement as of _____, 2010.

[•]

[•]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B
TO THE PETITION

MAC, CORP.
c/o MGM MIRAGE
3950 Las Vegas Boulevard South
Las Vegas, NV 89119

February 18, 2010

Marina District Development Company, LLC
The Borgata Hotel Casino & Spa
One Borgata Way
Atlantic City, NJ 08401
Attention: Robert L. Boughner, President & Chief Operating Officer

Re: Letter Agreement

Dear Mr. Boughner:

MGM MIRAGE (“MGMM”) and its indirect, wholly-owned subsidiary MAC, CORP. (“MAC”) anticipate entering into a certain Stipulation of Settlement (the “Stipulation”) with the New Jersey Division of Gaming Enforcement (“DGE”) pursuant to which MGMM, MAC and DGE will agree to MAC’s placement into trust of all of MAC’s right, title and interest in and to its membership interests in Marina District Development Holding Company, LLC (“MDDHC”), and its wholly-owned subsidiary Marina District Development Company, LLC (“MDDC”). Pursuant to a certain Trust Agreement to be dated as of February __, 2010 (the “Trust Agreement”), by and among MGMM, MAC and the Trustee thereunder, MGMM and MAC, for themselves and their affiliates and subsidiaries, will create such a trust (the “Trust”) and place into such Trust certain rights and interests relating to MDDHC, MDDC and certain assets related to the operations conducted by MDDC.

Prior to the effectiveness of the Trust Agreement, MGMM, MAC and MDDC have agreed to address certain outstanding matters that are or may become relevant during the period that the Trust remains effective (the “Trust Period”). Therefore, effective immediately upon the effectiveness of the Trust Agreement, each of them hereby agree as follows:

1. SeaBlue. Currently, MDDC pays to MGMM’s indirect, wholly-owned subsidiary, MGM Grand Hotel, LLC (“MGM GH”), the sum of \$50,000.00 per year for the use of the tradename/service mark “SeaBlue” and certain associated intellectual property rights (collectively, the “SeaBlue IP”). During the Trust Period, all License Payments shall be paid to the Trustee and shall be held by the Trustee subject to and in accordance with the terms of the Trust Agreement. At the termination of the Trust Period, MDDC’s obligation to pay any License Payments for any future periods shall cease, and MDDC shall be permitted to use the SeaBlue IP without further obligation to MGM GH.

2. Delilah Road Warehouse. During the Trust Period, MDDC shall be entitled to use MAC's warehouse located at 6595 Delilah Road in Egg Harbor Township, New Jersey. During this period, MDDC's use of the subject warehouse shall be in a manner substantially similar to MDDC's use immediately prior to the date of this letter agreement. Without limiting the generality of the foregoing, MAC and MDDC acknowledge and agree that (1) MDDC has not and shall not be required to pay rent for use of the subject warehouse, and (2) MDDC shall vacate and cease to use the subject warehouse (a) upon the expiration of the Trust Period, or (b) during the Trust Period, if required in order to allow MAC to comply with its obligations under any agreement to sell the subject warehouse.

3. My Borgata Vacations. MDDC shall modify its "My Borgata Vacations" program (the "Program") to remove as eligible rewards under the Program hotel accommodations at MGMM-affiliated properties ("MGMM Accommodations"). MDDC shall have a reasonable time within which to wind-down such aspect of the Program, provided that (1) MDDC shall not issue new Program certificates for MGMM Accommodations after the date that is 2 months after the date of this letter agreement, and (2) MDDC shall not allow the exchange of Program certificates for MGMM Accommodations after the date that is 6 months after the date of this letter agreement.

4. CRDA Swap. MDDC currently has on deposit with the New Jersey Casino Reinvestment Development Authority ("CRDA") approximately \$20,000,000.00 restricted for use in investment in, or donation for, eligible Atlantic City housing projects. CRDA is currently considering allowing a donation structure whereby a casino licensee making an authorized donation would be entitled to an immediate, one-time return of 50% of the amount donated by such casino licensee. Such return would be provided to the casino licensee in the form of an unrestricted cash payment. MAC hereby approves of MDDC's entry into such a donation transaction and any non-material permutation of same without the need for any further notice to or acknowledgment from MAC. MGMM, MAC and MDDC acknowledge and agree that in granting such approval, neither MAC nor MDDC intends to create and shall not be deemed to have created any obligation on the part of MDDC to engage in any such donation transaction. MGMM, MAC and MDDC acknowledge and agree that any return to MDDC generated by such a donation transaction shall be treated as any other free cash flow of MDDC generated in the ordinary course of MDDC's operations. Any transactions under this paragraph 4 that result in any distributions to MGMM or MAC shall be conducted in accordance with the terms and conditions of the Stipulation and the Trust Agreement.

5. SJTA Bonds. MDDC owns 25% of the \$55,000,000.00 (now in the face amount of \$65,886,666 after conversion to reflect accrued interest on or about January 1, 2005) of South Jersey Transportation Authority special revenue bonds (the "Bonds") initially purchased by MAC, the proceeds of which Bonds were used to build the tunnel connector road. MDDC entered into a Donation Agreement (dated October 11, 1997), a Purchase Agreement and a Credit Agreement pursuant to which it agreed to acquire such Bonds (under the terms of the Purchase Agreement), to donate its CRDA funds to pay interest on and principal of such Bonds (under the Donation Agreement) and to establish its credit entitlement under the CRDA

alternative tax structure (under the Credit Agreement). Currently, MDDC's donations are the only source for paying principal of and interest on such Bonds. MAC and MDDC agree that each of them shall take such steps as are reasonably required to ensure that all subsequent purchasers, tenants, sublessee and/or assignees of any interest of either of them in Renaissance Pointe (formerly, the H-Tract) that become casino licensees will be required to commit their CRDA funds as and to the extent necessary to fund the principal and interest payment obligations under the Bonds currently resting exclusively on MDDC, all as contemplated by and in a manner consistent with the October 11, 1997 Donation Agreement.

6. Remediation Reimbursement. MAC is entitled to recover from the state of New Jersey a portion of certain costs (the "Remediation Costs") incurred in closing and remediating the Atlantic City municipal landfill formerly located on Renaissance Pointe. MDDC agrees to provide reasonable cooperation, and shall cause its affiliates and successors to provide reasonable cooperation, at no cost to any of them, with MAC's efforts to recoup the Remediation Costs. Such cooperation shall include, without limitation, MDDC's provision to MAC of notice of (1) the identity of all retail merchants collecting sales tax (including, without limitation, F&B, goods and service providers) operating from any premises owned or controlled by MDDC, its affiliates or its successors on Renaissance Pointe and (2) the New Jersey taxpayer identification/registration numbers for any such retail merchants. Such notice shall be provided within fifteen days of any addition or change in the identity of any such retail merchants. All communications under this paragraph 6 shall be conducted in accordance with the terms and conditions of the Stipulation and the Trust Agreement.

This letter agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This letter agreement shall be construed in accordance with the laws of the State of New Jersey.

The parties acknowledge and agree that (1) all representations made herein are true to the best knowledge of such parties and (2) after execution, no modifications or amendments to this letter agreement shall be made without the prior approval of the DGE and the New Jersey Casino Control Commission.

If the terms of this letter agreement are acceptable, please have the additional enclosed copy hereof appropriately executed, dated and returned to the undersigned.

Thank you.

MAC, CORP.

By: _____

Name:

Title:

Marina District Development Company, LLC
February 18, 2010
Page 4

Accepted and agreed to this ___ day of February, 2010.

MGM MIRAGE

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT C
TO THE PETITION

MODIFICATION OF EXPANSION GROUND LEASE (BLOCK 576, LOT 1.08)

THIS MODIFICATION OF EXPANSION GROUND LEASE (this "Modification") is made as of the ____ day of _____, 2010 (the "Effective Date"), by and between MAC, CORP., a New Jersey corporation ("Landlord"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company, d/b/a The Borgata ("Tenant") with respect to that certain Expansion Ground Lease agreement entered into on January 1, 2005 (the "Lease").

RECITALS

A. On May 29, 1996, Landlord and Grand K, Inc., a Nevada corporation ("Grand K") entered into a Joint Venture Agreement (the "Original Agreement"), relating to a joint venture (the "Joint Venture") formed for the purpose of designing, developing, constructing, owning and operating a resort casino and related facilities on property located in the "Huron North Redevelopment Area" in the Marina area of Atlantic City, New Jersey (the "City") on a development now known as Renaissance Pointe (the "Renaissance Pointe Property").

B. On July 14, 1998, Grand K assigned all of its right, title and interest in and to the Original Agreement to Boyd Atlantic City, Inc., a New Jersey corporation ("Boyd AC"), and on the same date, Landlord and Boyd AC entered into an Amended and Restated Joint Venture Agreement, as amended pursuant to that certain First Amendment to Amended and Restated Joint Venture Agreement, dated as of September 10, 1998 (as amended, the "Amended and Restated Agreement"), which Amended and Restated Agreement superseded the Original Agreement.

C. On August 31, 2000, Landlord and Boyd AC entered into a Second Amended and Restated Joint Venture Agreement (the "Second Amended and Restated Agreement"), which Second Amended and Restated Agreement superseded the Amended and Restated Agreement.

D. On November 21, 2000, Landlord and Boyd AC formed Marina District Development Holding Co., LLC, a New Jersey limited liability company ("Holding Co") and also formed Tenant.

E. On December 13, 2000, the Joint Venture was merged into Tenant, and Tenant became a wholly-owned subsidiary of Holding Co. On the same date, Holding Co amended and adopted the Second Amended and Restated Agreement as its operating agreement pursuant to a Contribution and Adoption Agreement, dated as of December 13, 2000 (the Second Amended and Restated Agreement, as so adopted and amended, and as hereafter modified and amended, shall be referred to herein as the "Operating Agreement").

F. Tenant has developed a resort casino project known as The Borgata (the "Resort") upon a portion of the Renaissance Pointe Property (the "Borgata Parcel") that has been previously conveyed from Landlord to Tenant.

G. In connection with Tenant's development of the Resort and upon the terms and conditions set forth in that certain ground lease agreement between the parties dated February 21, 2003 (the "Original Surface Lot Ground Lease"), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.07 on the Tax Map of the City of Atlantic City (the "Original Surface Lot Leased Premises") for the purposes of the construction and operation by Tenant of a surface parking lot for the Resort ("Surface Parking Lot") and related uses permitted thereunder.

H. In connection with Tenant's development of the Resort and upon the terms and conditions set forth in that certain lease and option agreement between the parties dated January 16, 2002 (the "Employee Parking Structure Lease"), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.05 on the Tax Map of the City of Atlantic City (the "Employee Parking Leased Premises") for the purposes of the construction and operation by Tenant of an employee parking structure (the "Employee Parking Structure") and related uses permitted thereunder.

I. In connection with Tenant's development and expansion of the Resort (the "Expansion Projects"), Landlord: (i) terminated the Original Ground Lease and entered into that certain surface lot ground lease agreement with Tenant dated as of August 20, 2004 (the "Surface Lot Ground Lease") for the remainder of the Original Surface Lot Leased Premises upon which Tenant continues the operation of the Surface Parking Lot and for any other use or uses permitted thereby (the "Surface Lot Leased Premises"); (ii) modified the terms of the Employee Parking Structure Lease by modification dated as of August 20, 2004 for the purpose of releasing therefrom a parcel of land to be incorporated into the Leased Premises (as hereinafter defined); (iii) entered into the Lease for property then known as Block 576, Lot 1.08 on the Tax Map of the City of Atlantic City, being a portion of the Original Surface Lot Leased Premises, a portion of the Employee Parking Leased Premises, and other property owned by Landlord (the "Leased Premises"), upon which Tenant has constructed the North Expansion Project; and (iv) entered into a separate ground lease agreement with Tenant dated January 1, 2005 (the "Tower Expansion & Additional Structured Parking Ground Lease") for property then known as Block 576, Lots 1.10 and 1.11 (the "Tower Expansion & Additional Structured Parking Ground Leased Premises"), being a portion of the Original Surface Lot Leased Premises and other property owned by Landlord upon which Lot 1.11 Tenant has completed construction of the Tower Expansion Project and upon which Lot 1.10 Tenant has completed construction of an Additional Parking Structure.

J. In connection with Tenant's continued development and expansion of the Resort, Landlord consented to the further subdivision of a portion of Block 576, Lot 1.04 ("Landlord's Remainder Parcel"), a portion of the Employee Parking Leased Premises, a portion of the Surface Lot Leased Premises, and a portion of the Leased Premises for the creation of new Block 576, Lot 1.12 ("Lot 1.12").

K. Landlord and Tenant desire to modify the terms of the Lease to: (i) release that portion of the Leased Premises more particularly described by metes and bounds description attached hereto as Exhibit "B" (the "Release Parcel") from the Lease in order for the description of the Leased Premises to be consistent with the current tax block and lot known as Block 576,

Lot 1.08; (ii) grant unto Tenant the Ring Road Easement (as hereinafter defined); and (iii) reduce the Monthly Rent.

NOW THEREFORE, the Lease is hereby modified as follows:

1. Modification of Leased Premises. The description of the Leased Premises is hereby deemed to be that property as more particularly described on the metes and bounds legal description and shown on the plan set forth on Exhibit "A" annexed hereto and made a part hereof. Exhibit "A" is hereby deemed to supercede and replace the description and plan of the Leased Premises attached to the Lease.

2. Release Parcel. The Release Parcel is hereby released from the Lease. The Monthly Rent payable by Tenant to Landlord will be One Hundred and Fifty Thousand Seven Hundred and Thirty-Five Dollars (\$150,735.00), plus attendant increases, if any, as set forth in Section 5(b) of the Lease.

3. Ring Road Easement. Landlord hereby grants to Tenant, its successors and assigns, and users of the Leased Premises, the Ring Road Easement (as hereinafter defined) for the purpose of non-exclusive right of pedestrian and vehicular access over the Ring Road. The Ring Road Easement shall terminate upon the earlier to occur of: (i) the expiration of the Term of the Lease; or (ii) the earlier termination of the Lease. In the event Tenant or a third party purchases the Leased Premises, the Ring Road Easement shall become permanent and perpetual.

For the purposes hereof, the following definitions shall apply:

"Ring Road" means the roadway system developed by Landlord or its affiliates on the Renaissance Pointe Property as part of the Master Plan Improvements (as such term is defined in the Operating Agreement).

"Ring Road Easement" means a non-exclusive easement granted by virtue of this Lease by Landlord or its affiliates to Tenant, granting to Tenant or its affiliates, as well as the users of the Leased Premises the non-exclusive right of pedestrian and vehicular access over the Ring Road.

4. All other terms and conditions of the Lease not specifically modified hereby shall remain in full force and effect.

5. Promptly following execution of this Modification, Landlord shall record in the Office of the Clerk of Atlantic County, New Jersey, an amended Memorandum of North Expansion Ground Lease, Access and Utility Easement, and Temporary Construction Easement (as such term is defined in the Lease), in a form approved by Landlord and Tenant in their reasonable discretion. Upon the termination or earlier expiration of the Term of the Lease, Landlord and Tenant agree to execute any and all instruments necessary to effectuate a termination of the said amended Memorandum of North Expansion Ground Lease, Access and Utility Easement, and Temporary Construction Easement, and subject to the terms of Section 38 of the Lease.

6. Promptly following the execution of this Modification, Tenant shall cause any and all encumbrances by Tenant of its leasehold interest and estate in the Release Parcel to be properly amended to the reasonable satisfaction of Landlord to reflect the current status of the Release Parcel as no longer subject to the terms of the Lease and Landlord shall be provided with copies of any such amendments.

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

MAC, CORP., a New Jersey corporation

By: _____
John J. McManus

Its: Secretary

“Landlord”

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability company

Its: Sole Member

By: Boyd Atlantic City, Inc.

Its: Managing Member

By: _____

Its: _____

“Tenant”

EXHIBIT D
TO THE PETITION

**SECOND MODIFICATION OF EMPLOYEE PARKING STRUCTURE
LEASE AND OPTION AGREEMENT (BLOCK 576, LOT 1.05)**

THIS SECOND MODIFICATION OF EMPLOYEE PARKING STRUCTURE LEASE AND OPTION AGREEMENT (this "Second Modification") is made as of the ____ day of _____, 2010 (the "Effective Date"), by and between MAC, CORP., a New Jersey corporation ("Landlord"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company, d.b.a. The Borgata ("Tenant") with respect to that certain Lease and Option Agreement dated January 16, 2002 (the "Original Employee Parking Structure Lease"), as previously modified by that certain Modification of Lease and Option Agreement dated August 20, 2004 (the "Modification") (the Original Employee Parking Structure Lease as modified by the Modification may be collectively referred to herein as the "Lease").

RECITALS

A. On May 29, 1996, Landlord and Grand K, Inc., a Nevada corporation ("Grand K") entered into a Joint Venture Agreement (the "Original Agreement"), relating to a joint venture (the "Joint Venture") formed for the purpose of designing, developing, constructing, owning and operating a resort casino and related facilities on property located in the "Huron North Redevelopment Area" in the Marina area of Atlantic City, New Jersey (the "City") on a development now known as Renaissance Pointe (the "Renaissance Pointe Property").

B. On July 14, 1998, Grand K assigned all of its right, title and interest in and to the Original Agreement to Boyd Atlantic City, Inc., a New Jersey corporation ("Boyd AC"), and on the same date, Landlord and Boyd AC entered into an Amended and Restated Joint Venture Agreement, as amended pursuant to that certain First Amendment to Amended and Restated Joint Venture Agreement, dated as of September 10, 1998 (as amended, the "Amended and Restated Agreement"), which Amended and Restated Agreement superseded the Original Agreement.

C. On August 31, 2000, Landlord and Boyd AC entered into a Second Amended and Restated Joint Venture Agreement (the "Second Amended and Restated Agreement"), which Second Amended and Restated Agreement superseded the Amended and Restated Agreement.

D. On November 21, 2000, Landlord and Boyd AC formed Marina District Development Holding Co., LLC, a New Jersey limited liability company ("Holding Co") and also formed Tenant.

E. On December 13, 2000, the Joint Venture was merged into Tenant, and Tenant became a wholly-owned subsidiary of Holding Co. On the same date, Holding Co amended and adopted the Second Amended and Restated Agreement as its operating agreement pursuant to a Contribution and Adoption Agreement, dated as of December 13, 2000 (the Second Amended and Restated Agreement, as so adopted and amended, and as hereafter modified and amended, shall be referred to herein as the "Operating Agreement").

F. Tenant has developed a resort casino project known as The Borgata (the “Resort”) upon a portion of the Renaissance Pointe Property (the “Borgata Parcel”) that has been previously conveyed from Landlord to Tenant.

G. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in that certain ground lease agreement between the parties dated February 21, 2003 (the “Original Surface Lot Lease”), Landlord leased to Tenant certain real property currently known as Block 576, Lot 1.07 on the Tax Map of the City of Atlantic City (the “Original Surface Lot Leased Premises”) for the purposes of the construction and operation by Tenant of a surface parking lot (“Surface Parking Lot”) and related uses permitted thereunder

H. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in the Original Employee Parking Structure Lease, Landlord leased to Tenant certain real property then known as Block 576, Lot 1.05 on the Tax Map of the City of Atlantic City (the “Leased Premises”) for the purposes of the construction and operation by Tenant of an employee parking structure (the “Employee Parking Structure”) and related uses permitted thereunder.

I. In connection with Tenant’s development and expansion of the Resort (the “Expansion Projects”), Landlord: (i) terminated the Original Ground Lease and entered into that certain surface lot ground lease agreement with Tenant dated as of August 20, 2004 (the “Surface Lot Ground Lease”) for the remainder of the Original Surface Lot Leased Premises upon which Tenant continues the operation of the Surface Parking Lot and for any other use or uses permitted thereby (the “Surface Lot Leased Premises”); (ii) entered into the Modification for the purpose of releasing from the Leased Premises a parcel of land to be incorporated into the North Expansion Ground Leased Premises (as hereinafter defined); (iii) entered into a separate lease agreement with Tenant dated January 1, 2005 (the “North Expansion Ground Lease”) for property then known as Block 576, Lot 1.08 on the Tax Map of the City of Atlantic City, being a portion of the Original Surface Lot Leased Premises, a portion of the Leased Premises, and other property owned by Landlord (the “North Expansion Ground Leased Premises”), upon which Tenant has constructed the North Expansion Project; and (iv) entered into a separate ground lease agreement with Tenant dated January 1, 2005 (the “Tower Expansion & Additional Structured Parking Ground Lease”) for property then known as Block 576, Lots 1.10 and 1.11 (the “Tower Expansion & Additional Structured Parking Ground Leased Premises”), being a portion of the Original Surface Lot Leased Premises and other property owned by Landlord upon which Lot 1.11 Tenant has completed construction of the Tower Expansion Project and upon which Lot 1.10 Tenant has completed construction of an Additional Parking Structure.

J. In connection with Tenant’s continued development and expansion of the Resort, Landlord consented to the further subdivision of a portion of Block 576, Lot 1.04 (“Landlord’s Remainder Parcel”), a portion of the Leased Premises, a portion of the Surface Lot Leased Premises, and a portion of the North Expansion Ground Leased Premises for the creation of new Block 576, Lot 1.12 (“Lot 1.12”).

K. Landlord and Tenant desire to modify the terms of the Lease to: (i) release that portion of the Leased Premises more particularly described by metes and bounds description attached hereto as Exhibit "B" (the "Release Parcel") from the Lease in order for the description of the Leased Premises to be consistent with current tax block and lot known as Block 576, Lot 1.05; (ii) modify the Monthly Rent; (iii) grant unto Tenant the Ring Road Easement (as hereinafter defined); and (iv) reserve unto Landlord the Landlord's Access Easement (as hereinafter defined).

NOW THEREFORE, the Lease is hereby modified as follows:

1. Modification of Leased Premises. The description of the Leased Premises is hereby deemed to be that property as more particularly described on the metes and bounds legal description and shown on the plan set forth on Exhibit "A" annexed hereto and made a part hereof. Exhibit "A" is hereby deemed to supercede and replace the description and plan of the Leased Premises attached to the Lease.

2. Release Parcel. The Release Parcel is hereby released from the Lease. There will be no reduction in the Monthly Rent as a result of such release.

3. Modification of Rent. As of the Effective Date the Monthly Rent is hereby reduced to Eighty-Four Thousand Dollars and one cent (\$84,000.01), plus attendant increases, if any, set forth in Section 5(b) of the Lease.

4. Ring Road Easement. Landlord hereby grants to Tenant, its successors and assigns, and users of the Leased Premises, the Ring Road Easement (as hereinafter defined) for the purpose of non-exclusive right of pedestrian and vehicular access over the Ring Road. The Ring Road Easement shall terminate upon the earlier to occur of: (i) the expiration of the Term of the Lease; or (ii) the earlier termination of the Lease. In the event Tenant or a third party purchases the Leased Premises, the Ring Road Easement shall become permanent and perpetual.

For the purposes hereof, the following definitions shall apply:

"Ring Road" means the roadway system developed by Landlord or its affiliates on the Renaissance Pointe Property as part of the Master Plan Improvements (as such term is defined in the Operating Agreement).

"Ring Road Easement" means a non-exclusive easement granted by virtue of this Lease by Landlord or its affiliates to Tenant, granting to Tenant or its affiliates, as well as the users of the Leased Premises the non-exclusive right of pedestrian and vehicular access over the Ring Road.

5. Landlord's Access & Utility Easement. Tenant consents to and Landlord hereby reserves unto itself, its successors and assigns, and their respective agents, employees, contractors, licensees and invitees a non-exclusive access and utility easement (the "Landlord's Access and Utility Easement") burdening and encumbering the areas more particularly described and shown on Exhibit "C" attached hereto and made a part hereof (the "Landlord's Access and

Utility Easement Area”) to allow vehicular and pedestrian ingress and the construction and use of utilities and signage on, over and under and through the Landlord’s Access and Utility Easement Area, including the right to maintain aboveground manholes and vents and other appurtenances necessary for the foregoing purposes. The Landlord’s Access and Utility Easement shall expire upon the expiration or termination of this Lease. In the event Tenant or a third party purchases the Leased Premises, the Landlord’s Access and Utility Easement shall become permanent and perpetual. Landlord shall be responsible to repair any damage to the Landlord’s Access and Utility Easement Area and any improvements located thereon, or any improvement located on the Tenant’s property which may be adjacent to the Landlord’s Access and Utility Easement Area caused by the exercise of Landlord’s rights hereunder. At all times during the term of the Landlord’s Access and Utility Easement, Landlord shall maintain liability insurance naming Tenant as an additional insured in the minimum amount of \$25,000,000.00. Landlord shall indemnify Tenant, and its affiliates, and the officers, employees and agents of any of them, from and against any and all loss, costs, damage, claim or expense (including without limitation, attorney’s fees and court costs) incurred or sustained by Tenant, or its affiliates, or the officers, employees or agents of any of them, arising out of, as a result of or in connection with Landlord’s use of the Landlord’s Access and Utility Easement Area as contemplated herein, provided, however, that Landlord shall not be responsible to defend or indemnify Tenant against any liability to third parties or government authorities arising out of any condition existing on the Landlord’s Access and Utility Easement Area prior to the date hereof. The Landlord’s Access and Utility Easement shall be exercised by Landlord, its successors and assigns, and any entity providing utility services to Landlord, Tenant, and the Resort in a manner that will minimize interference with the Tenant’s property adjacent to the Landlord’s Access and Utility Easement Area or any business conducted thereon provided that (i) Landlord shall have the right to temporarily suspend operation of any road (the “Access Road”) within Landlord’s Access and Utility Easement Area during the time necessary for (x) installation and/or repair or maintenance of utilities; (y) road construction, maintenance and/or realignment; and (z) emergencies; and (ii) following construction of any improvement on Landlord’s Remainder Parcel, (y) Tenant’s and Tenant’s invitees’ construction vehicles may not use the Access Road and (z) the Landlord’s Access and Utility Easement Area shall be utilized by Tenant and any utility providing utility services to Tenant in a manner that will minimize interference with Landlord’s property or Landlord’s Remainder Parcel or any business conducted thereon, including without limitation, minimal interruption of traffic on the surrounding roadways entering into or exiting Landlord’s property or Landlord’s Remainder Parcel. Tenant shall not construct any structure, improvements or utilities in the Landlord’s Access and Utility Easement Area that would, in Landlord’s reasonable opinion, interfere with Landlord’s Access and Utility Easement.

6. All other terms and conditions of the Lease not specifically modified hereby shall remain in full force and effect.

7. Promptly following the execution of this Modification, Tenant shall cause any and all encumbrances by Tenant of its leasehold interest and estate in the Release Parcel to be properly amended to the reasonable satisfaction of Landlord to reflect the current status of the Release Parcel as no longer subject to the terms of the Lease and Landlord shall be provided with copies of any such amendments.

8. Promptly following execution of this Modification, Landlord shall record in the Office of the Clerk of Atlantic County, New Jersey, an amended Memorandum of Employee Parking Structure Lease, in a form approved by Landlord and Tenant in their reasonable discretion. Upon the termination or earlier expiration of the Term of the Lease, Landlord and Tenant agree to execute any and all instruments necessary to effectuate a termination of the said amended Memorandum of Employee Parking Structure Lease, and subject to the terms of Section 38 of the Lease.

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

MAC, CORP., a New Jersey corporation

By: _____
John J. McManus

Its: Secretary _____

“Landlord”

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability company

Its: Sole Member

By: Boyd Atlantic City, Inc.

Its: Managing Member

By: _____

Its: _____

“Tenant”

EXHIBIT E
TO THE PETITION

**SECOND MODIFICATION OF TOWER EXPANSION & ADDITIONAL
STRUCTURED PARKING GROUND LEASE AGREEMENT
(BLOCK 576, LOTS 1.10 AND 1.11)**

THIS SECOND MODIFICATION OF TOWER EXPANSION & ADDITIONAL STRUCTURED PARKING GROUND LEASE AGREEMENT (this "Second Modification") is made as of the ____ day of _____, 2010, by and between MAC, CORP., a New Jersey corporation ("Landlord"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company, d/b/a The Borgata ("Tenant") with respect to that certain Tower Expansion & Additional Structured Parking Ground Lease entered into on January 1, 2005 as previously modified by that certain Modification of Tower Expansion and Additional Structural Parking Ground Lease dated as of February 20, 2009 (the "Lease").

RECITALS

A. On May 29, 1996, Landlord and Grand K, Inc., a Nevada corporation ("Grand K") entered into a Joint Venture Agreement (the "Original Agreement"), relating to a joint venture (the "Joint Venture") formed for the purpose of designing, developing, constructing, owning and operating a resort casino and related facilities on property located in the "Huron North Redevelopment Area" in the Marina area of Atlantic City, New Jersey (the "City") on a development now known as Renaissance Pointe (the "Renaissance Pointe Property").

B. On July 14, 1998, Grand K assigned all of its right, title and interest in and to the Original Agreement to Boyd Atlantic City, Inc., a New Jersey corporation ("Boyd AC"), and on the same date, Landlord and Boyd AC entered into an Amended and Restated Joint Venture Agreement, as amended pursuant to that certain First Amendment to Amended and Restated Joint Venture Agreement, dated as of September 10, 1998 (as amended, the "Amended and Restated Agreement"), which Amended and Restated Agreement superseded the Original Agreement.

C. On August 31, 2000, Landlord and Boyd AC entered into a Second Amended and Restated Joint Venture Agreement (the "Second Amended and Restated Agreement"), which Second Amended and Restated Agreement superseded the Amended and Restated Agreement.

D. On November 21, 2000, Landlord and Boyd AC formed Marina District Development Holding Co., LLC, a New Jersey limited liability company ("Holding Co") and also formed Tenant.

E. On December 13, 2000, the Joint Venture was merged into Tenant, and Tenant became a wholly-owned subsidiary of Holding Co. On the same date, Holding Co amended and adopted the Second Amended and Restated Agreement as its operating agreement pursuant to a Contribution and Adoption Agreement, dated as of December 13, 2000 (the Second Amended and Restated Agreement, as so adopted and amended, and as hereafter modified and amended, shall be referred to herein as the "Operating Agreement").

F. Tenant has developed a resort casino project known as The Borgata (the “Resort”) upon a portion of the Renaissance Pointe Property (the “Borgata Parcel”) that has been previously conveyed from Landlord to Tenant.

G. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in that certain ground lease agreement between the parties dated February 21, 2003 (the “Original Surface Lot Ground Lease”), Landlord leased to Tenant certain real property currently known as Block 576, Lot 1.07 on the Tax Map of the City of Atlantic City (the “Original Surface Lot Leased Premises”) for the purposes of the construction and operation by Tenant of a surface parking lot for the Resort (“Surface Parking Lot”) and related uses permitted thereunder.

H. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in that certain lease and option agreement between the parties dated January 16, 2002 (the “Employee Parking Structure Lease”), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.05 on the Tax Map of the City of Atlantic City (the “Employee Parking Leased Premises”) for the purposes of the construction and operation by Tenant of an employee parking structure (the “Employee Parking Structure”) and related uses permitted thereunder.

I. In connection with Tenant’s development and expansion of the Resort (the “Expansion Projects”), Landlord: (i) terminated the Original Ground Lease and entered into that certain surface lot ground lease agreement with Tenant dated as of August 20, 2004 (the “Surface Lot Ground Lease”) for the remainder of the Original Surface Lot Leased Premises upon which Tenant continues the operation of the Surface Parking Lot and for any other use or uses permitted thereby (the “Surface Lot Leased Premises”); (ii) modified the terms of the Employee Parking Structure Lease by modification dated as of August 20, 2004 for the purpose of releasing therefrom a parcel of land to be incorporated into the North Expansion Ground Leased Premises (as hereinafter defined); (iii) entered into a separate lease agreement with Tenant dated January 1, 2005 (the “North Expansion Ground Lease”) for property then known as Block 576, Lot 1.08 on the Tax Map of the City of Atlantic City, being a portion of the Original Surface Lot Leased Premises, a portion of the Employee Parking Leased Premises, and other property owned by Landlord (the “North Expansion Ground Leased Premises”), upon which Tenant has constructed the North Expansion Project; and (iv) entered into the Lease for property then known as Block 576, Lots 1.10 and 1.11 (the “Leased Premises”), being a portion of the Original Surface Lot Leased Premises and other property owned by Landlord upon which Lot 1.11 Tenant has completed construction of the Tower Expansion Project (“Lot 1.11”) and upon which Lot 1.10 Tenant has completed construction of an Additional Parking Structure (“Lot 1.10”).

J. In connection with Tenant’s expansion of the pool deck located on and being a part of the Tower Expansion Project, Landlord consented to the further subdivision of 5,504 square feet from Block 576, Lot 1.04 (“Landlord’s Remainder Parcel”) for consolidation with Lot 1.11 (the “Pool Deck Expansion”).

K. In connection with the Pool Deck Expansion, the Landlord and Tenant entered into that certain Modification of Tower Expansion & Additional Structured Parking Ground

Lease dated as of February 20, 2009 (the "First Modification of Lease"), pursuant to which the revised and enlarged description of Lot 1.11 was substituted for the original description of Lot 1.11 appended to the Lease.

L. Landlord and Tenant desire to further modify the terms of the Lease to: (i) grant unto Tenant the Ring Road Easement (as hereinafter defined), (ii) reserve unto Landlord the Landlord's Access Easement (as hereinafter defined), and (iii) modify the rent under the Lease..

NOW THEREFORE, the Lease as heretofore modified is hereby further modified as follows:

1. Ring Road Easement. Landlord hereby grants to Tenant, its successors and assigns, and users of the Leased Premises, the Ring Road Easement (as hereinafter defined) for the purpose of non-exclusive right of pedestrian and vehicular access over the Ring Road. The Ring Road Easement shall terminate upon the earlier to occur of: (i) the expiration of the Term of the Lease; or (ii) the earlier termination of the Lease. In the event Tenant or a third party purchases the Leased Premises, the Ring Road Easement shall become permanent and perpetual.

For the purposes hereof, the following definitions shall apply:

"Ring Road" means the roadway system developed by Landlord or its affiliates on the Renaissance Pointe Property as part of the Master Plan Improvements (as such term is defined in the Operating Agreement).

"Ring Road Easement" means a non-exclusive easement granted by virtue of this Lease by Landlord or its affiliates to Tenant, granting to Tenant or its affiliates, as well as the users of the Leased Premises the non-exclusive right of pedestrian and vehicular access over the Ring Road.

2. Landlord's Access and Utility Easement. Tenant consents to and Landlord hereby reserves unto itself, its successors and assigns, and their respective agents, employees, contractors, licensees and invitees a non-exclusive access and utility easement (the "Landlord's Access and Utility Easement") burdening and encumbering the areas more particularly described and shown on Exhibit "C" attached hereto and made a part hereof (the "Landlord's Access and Utility Easement Area") to allow vehicular and pedestrian ingress and the construction and use of utilities and signage on, over and under and through the Landlord's Access and Utility Easement Area, including the right to maintain aboveground manholes and vents and other appurtenances necessary for the foregoing purposes. The Landlord's Access and Utility Easement shall expire upon the expiration or termination of this Lease. In the event Tenant or a third party purchases the Leased Premises, the Landlord's Access and Utility Easement shall become permanent and perpetual. Landlord shall be responsible to repair any damage to the Landlord's Access and Utility Easement Area and any improvements located thereon, or any improvement located on the Tenant's property which may be adjacent to the Landlord's Access and Utility Easement Area caused by the exercise of Landlord's rights hereunder. At all times during the term of the Landlord's Access and Utility Easement, Landlord shall maintain liability insurance naming Tenant as an additional insured in the minimum amount of \$25,000,000.00.

Landlord shall indemnify Tenant, and its affiliates, and the officers, employees and agents of any of them, from and against any and all loss, costs, damage, claim or expense (including without limitation, attorney's fees and court costs) incurred or sustained by Tenant, or its affiliates, or the officers, employees or agents of any of them, arising out of, as a result of or in connection with Landlord's use of the Landlord's Access and Utility Easement Area as contemplated herein, provided, however, that Landlord shall not be responsible to defend or indemnify Tenant against any liability to third parties or government authorities arising out of any condition existing on the Landlord's Access and Utility Easement Area prior to the date hereof. The Landlord's Access and Utility Easement shall be exercised by Landlord, its successors and assigns, and any entity providing utility services to Landlord, Tenant, and the Resort in a manner that will minimize interference with the Tenant's property adjacent to the Landlord's Access and Utility Easement Area or any business conducted thereon provided that (i) Landlord shall have the right to temporarily suspend operation of any road (the "Access Road") within Landlord's Access and Utility Easement Area during the time necessary for (x) installation and/or repair or maintenance of utilities; (y) road construction, maintenance and/or realignment; and (z) emergencies; and (ii) following construction of any improvement on Landlord's Remainder Parcel, (y) Tenant's and Tenant's invitees construction vehicles may not use the Access Road and (z) the Landlord's Access and Utility Easement Area shall be utilized by Tenant and any utility providing utility services to Tenant in a manner that will minimize interference with Landlord's property or Landlord's Remainder Parcel or any business conducted thereon, including without limitation, minimal interruption of traffic on the surrounding roadways entering into or exiting Landlord's property or Landlord's Remainder Parcel. Tenant shall not construct any structure, improvements or utilities in the Landlord's Access and Utility Easement Area that would, in Landlord's reasonable opinion, interfere with Landlord's Access and Utility Easement.

3. Modification of Rent. The Monthly Rent to be paid under the Lease shall be reduced to One Hundred and Eighty-Three Thousand, Five Hundred and Seventy-Three Dollars and Seventy-One Cents (\$183,573.71), plus attendant increases, if any, as provided in section 5(b) of the Lease.

4. All other terms and conditions of the Lease not specifically modified hereby shall remain in full force and effect.

5. Promptly following execution of this Modification, Landlord shall record in the Office of the Clerk of Atlantic County, New Jersey, an amended Memorandum of Tower Expansion & Additional Structured Parking Ground Lease, Access and Temporary Construction Easement (as such term is defined in the Lease), in a form approved by Landlord and Tenant in their reasonable discretion. Upon the termination or earlier expiration of the Term of the Lease, Landlord and Tenant agree to execute any and all instruments necessary to effectuate a termination of the said amended Memorandum of Tower Expansion & Additional Structured Parking Ground Lease, Access and Temporary Construction Easement, subject to the terms of Section 38 of the Lease.

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

MAC, CORP., a New Jersey corporation

By: _____
John J. McManus

Its: Secretary _____

“Landlord”

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability company

Its: Sole Member

By: Boyd Atlantic City, Inc.

Its: Managing Member

By: _____

Its: _____

“Tenant”

EXHIBIT F
TO THE PETITION

MODIFICATION OF SURFACE LOT GROUND LEASE (BLOCK 576, LOT 1.07)

THIS MODIFICATION OF SURFACE LOT GROUND LEASE (this "Modification") is made as of the ____ day of _____, 2010, by and between MAC, CORP., a New Jersey corporation ("Landlord"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company, d/b/a The Borgata ("Tenant") with respect to that certain Surface Lot Ground Lease agreement entered into on August 20, 2004 (the "Lease").

RECITALS

A. On May 29, 1996, Landlord and Grand K, Inc., a Nevada corporation ("Grand K") entered into a Joint Venture Agreement (the "Original Agreement"), relating to a joint venture (the "Joint Venture") formed for the purpose of designing, developing, constructing, owning and operating a resort casino and related facilities on property located in the "Huron North Redevelopment Area" in the Marina area of Atlantic City, New Jersey (the "City") on a development now known as Renaissance Pointe (the "Renaissance Pointe Property").

B. On July 14, 1998, Grand K assigned all of its right, title and interest in and to the Original Agreement to Boyd Atlantic City, Inc., a New Jersey corporation ("Boyd AC"), and on the same date, Landlord and Boyd AC entered into an Amended and Restated Joint Venture Agreement, as amended pursuant to that certain First Amendment to Amended and Restated Joint Venture Agreement, dated as of September 10, 1998 (as amended, the "Amended and Restated Agreement"), which Amended and Restated Agreement superseded the Original Agreement.

C. On August 31, 2000, Landlord and Boyd AC entered into a Second Amended and Restated Joint Venture Agreement (the "Second Amended and Restated Agreement"), which Second Amended and Restated Agreement superseded the Amended and Restated Agreement.

D. On November 21, 2000, Landlord and Boyd AC formed Marina District Development Holding Co., LLC, a New Jersey limited liability company ("Holding Co") and also formed Tenant.

E. On December 13, 2000, the Joint Venture was merged into Tenant, and Tenant became a wholly-owned subsidiary of Holding Co. On the same date, Holding Co amended and adopted the Second Amended and Restated Agreement as its operating agreement pursuant to a Contribution and Adoption Agreement, dated as of December 13, 2000 (the Second Amended and Restated Agreement, as so adopted and amended, and as hereafter modified and amended, shall be referred to herein as the "Operating Agreement").

F. Tenant has developed a resort casino project known as The Borgata (the "Resort") upon a portion of the Renaissance Pointe Property (the "Borgata Parcel") that has been previously conveyed from Landlord to Tenant.

G. In connection with Tenant's development of the Resort and upon the terms and conditions set forth in that certain ground lease agreement between the parties dated February 21, 2003 (the "Original Surface Lot Ground Lease"), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.07 on the Tax Map of the City of Atlantic City (the "Original Surface Lot Leased Premises") for the purposes of the construction and operation by Tenant of a surface parking lot for the Resort ("Surface Parking Lot") and related uses permitted thereunder.

H. In connection with Tenant's development of the Resort and upon the terms and conditions set forth in that certain lease and option agreement between the parties dated January 16, 2002 (the "Employee Parking Structure Lease"), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.05 on the Tax Map of the City of Atlantic City (the "Employee Parking Leased Premises") for the purposes of the construction and operation by Tenant of an employee parking structure (the "Employee Parking Structure") and related uses permitted thereunder.

I. In connection with Tenant's development and expansion of the Resort (the "Expansion Projects"), Landlord: (i) terminated the Original Surface Lot Ground Lease and entered into the Lease for the remainder of the Original Surface Lot Leased Premises upon which Tenant continues the operation of the Surface Parking Lot and for any other use or uses permitted thereby (the "Leased Premises"); (ii) modified the terms of the Employee Parking Structure Lease by modification dated as of August 20, 2004 for the purpose of releasing therefrom a parcel of land to be incorporated into the North Expansion Ground Leased Premises (as hereinafter defined); (iii) entered into a separate lease agreement with Tenant dated January 1, 2005 (the "North Expansion Ground Lease") for property then known as Block 576, Lot 1.08 on the Tax Map of the City of Atlantic City, being a portion of the Original Surface Lot Leased Premises, a portion of the Employee Parking Leased Premises, and other property owned by Landlord (the "North Expansion Ground Leased Premises"), upon which Tenant has constructed the North Expansion Project; and (iv) entered into a separate ground lease agreement with Tenant dated January 1, 2005 (the "Tower Expansion & Additional Structured Parking Ground Lease") for property then known as Block 576, Lots 1.10 and 1.11 (the "Tower Expansion & Additional Structured Parking Ground Leased Premises"), being a portion of the Original Surface Lot Leased Premises and other property owned by Landlord upon which Lot 1.11 Tenant has completed construction of the Tower Expansion Project and upon which Lot 1.10 Tenant has completed construction of an Additional Parking Structure.

J. In connection with Tenant's continued development and expansion of the Resort, Landlord consented to the further subdivision of a portion of Block 576, Lot 1.04, a portion of Block 576, Lot 1.05, a portion of the Leased Premises, and a portion of Block 576, Lot 1.08 for the creation of new Block 576, Lot 1.12 ("Lot 1.12").

K. Pursuant to the provisions of Paragraph 5(c) of the Lease, Landlord terminated the Lease effective April 11, 2009, pursuant to written notice to Tenant dated October 11, 2007 (the "Notice of Termination").

L. The Notice of Termination was rescinded and the term of the Lease was extended through September 30, 2009 by letter dated April 10, 2009.

M. The Lease was converted to a month-to-month lease by letter dated September 21, 2009.

N. Landlord and Tenant desire to modify the terms of the Lease to (i) release that portion of the Leased Premises more particularly described by metes and bounds description attached hereto as Exhibit "B" (the "Release Parcel") from the Lease in order for the description of the Leased Premises to be consistent with the current tax block and lot known as Block 576, Lot 1.07; (ii) modify the termination and other provisions of the Lease; (iii) modify the Monthly Rent; and (iv) grant unto Tenant the Ring Road Easement (as hereinafter defined).

O. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, the Lease is hereby modified as follows:

1. Modification of Leased Premises. The description of the Leased Premises is hereby deemed to be that property as more particularly described on the metes and bounds legal description and shown on the plan set forth on Exhibit "A" annexed hereto and made a part hereof. Exhibit "A" is hereby deemed to supercede and replace the description and plan of the Leased Premises attached to the Lease.

2. Release Parcel. The Release Parcel is hereby released from the Lease.

3. Term of Lease:

A. Section 5(b) is hereby deleted in its entirety and shall be replaced with the following:

"(b) Extensions of Term. As of September 21, 2009 (the "Effective Date"), this Lease shall be deemed to be a month-to-month lease and shall automatically renew itself on a month-to-month basis under the terms and conditions of this Lease which will continue in full force and effect, and the term as so extended shall hereafter be deemed to be the "Term" as used herein."

B. Section 5(c) is hereby deleted in its entirety and shall be replaced with the following:

"(c) Early Termination.

(i) Either party to this Lease may terminate this Lease during the Term by giving written notice to the other party of its termination of this Lease, which termination notice shall cause this Lease to terminate as of the last day of the sixth (6th) full calendar month following the date of delivery of the notice to so terminate, but in no event later than the date of termination set forth in subsection (ii), below; or

(ii) This Lease shall terminate on the expiration date or earlier termination of the term of the trust agreement between MGM Mirage, the Division of Gaming Enforcement (the "Division"), and James R. Zazzali, an individual (the "Trust"). In the event the term of the Trust or this Lease is extended with the approval of the New Jersey Casino Control Commission then this Lease shall continue until the expiration of the extended term."

4. Rent. Section 7(a) is hereby deleted in its entirety and shall be replaced with the following:

"(a) Rent. Subject to adjustment as provided in Section 7(b), Tenant shall pay to Landlord, without offset, abatement, or demand, the following Monthly Rent in advance on the first day of each and every calendar month of the Term, beginning on the Effective Date: \$1.00."

5. Ring Road Easement. Landlord hereby grants to Tenant, its successors and assigns, and users of the Leased Premises, the Ring Road Easement (as hereinafter defined) for the purpose of non-exclusive right of pedestrian and vehicular access over the Ring Road. The Ring Road Easement shall terminate upon the earlier to occur of: (i) the expiration of the Term of the Lease; or (ii) the earlier termination of the Lease. In the event Tenant or a third party purchases the Leased Premises, the Ring Road Easement shall become permanent and perpetual.

For the purposes hereof, the following definitions shall apply:

"Ring Road" means the roadway system developed by Landlord or its affiliates on the Renaissance Pointe Property as part of the Master Plan Improvements (as such term is defined in the Operating Agreement).

"Ring Road Easement" means a non-exclusive easement granted by virtue of this Lease by Landlord or its affiliates to Tenant, granting to Tenant or its affiliates, as well as the users of the Leased Premises the non-exclusive right of pedestrian and vehicular access over the Ring Road.

6. All other terms and conditions of the Lease not specifically modified hereby shall remain in full force and effect.

7. Promptly following execution of this Modification, Landlord shall record in the Office of the Clerk of Atlantic County, New Jersey, an amended Memorandum of Surface Lot Ground Lease and Access Easements (as such term is defined in the Lease), in a form approved by Landlord and Tenant in their reasonable discretion. Upon the termination or earlier expiration of the Term of the Lease, Landlord and Tenant agree to execute any and all instruments necessary to effectuate a termination of the said amended Memorandum of Surface Lot Lease and Access Easements.

8. Promptly following the execution of this Modification, Tenant shall cause any and all encumbrances by Tenant of its leasehold interest and estate in the Release Parcel to be properly amended to the reasonable satisfaction of Landlord to reflect the current status of the Release Parcel as no longer subject to the terms of the Lease and Landlord shall be provided with copies of any such amendments.

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

MAC, CORP., a New Jersey corporation

By: _____
John J. McManus

Its: Secretary

“Landlord”

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability company

Its: Sole Member

By: Boyd Atlantic City, Inc.

Its: Managing Member

By: _____

Its: _____

“Tenant”

EXHIBIT G
TO THE PETITION

GROUND LEASE AGREEMENT WITH RESPECT TO BLOCK 576, LOT 1.12

THIS GROUND LEASE AGREEMENT WITH RESPECT TO BLOCK 576, LOT 1.12 (this "Lease") is dated as of the ____ day of _____, 2010, by and between MAC, CORP., a New Jersey corporation ("Landlord"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company, d/b/a "The Borgata" or "Borgata" ("Tenant") and shall become effective as provided in Section 4 below.

RECITALS

A. On May 29, 1996, Landlord and Grand K, Inc., a Nevada corporation ("Grand K") entered into a Joint Venture Agreement (the "Original Agreement"), relating to a joint venture (the "Joint Venture") formed for the purpose of designing, developing, constructing, owning and operating a resort casino and related facilities on property located in the "Huron North Redevelopment Area" in the Marina area of Atlantic City, New Jersey (the "City") on a development now known as Renaissance Pointe (the "Renaissance Pointe Property").

B. On July 14, 1998, Grand K assigned all of its right, title and interest in and to the Original Agreement to Boyd Atlantic City, Inc., a New Jersey corporation ("Boyd AC"), and on the same date, Landlord and Boyd AC entered into an Amended and Restated Joint Venture Agreement, as amended pursuant to that certain First Amendment to Amended and Restated Joint Venture Agreement, dated as of September 10, 1998 (as amended, the "Amended and Restated Agreement"), which Amended and Restated Agreement superseded the Original Agreement.

C. On August 31, 2000, Landlord and Boyd AC entered into a Second Amended and Restated Joint Venture Agreement (the "Second Amended and Restated Agreement"), which Second Amended and Restated Agreement superseded the Amended and Restated Agreement.

D. On November 21, 2000, Landlord and Boyd AC formed Marina District Development Holding Co., LLC, a New Jersey limited liability company ("Holding Co") and also formed Tenant.

E. On December 13, 2000, the Joint Venture was merged into Tenant, and Tenant became a wholly-owned subsidiary of Holding Co. On the same date, Holding Co. amended and adopted the Second Amended and Restated Agreement as its operating agreement pursuant to a Contribution and Adoption Agreement, dated as of December 13, 2000 (the Second Amended and Restated Agreement, as so adopted and amended, and as hereafter modified and amended, shall be referred to herein as the "Operating Agreement").

F. Tenant has developed a resort casino project known as The Borgata (the “Resort”) upon a portion of the Renaissance Pointe Property (the “Borgata Parcel”) that has been previously conveyed from Landlord to Tenant.

G. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in that certain ground lease agreement between the parties dated February 21, 2003 (the “Original Surface Lot Ground Lease”), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.07 on the Tax Map of the City of Atlantic City (the “Original Surface Lot Leased Premises”) for the purposes of the construction and operation by Tenant of a surface parking lot for the Resort (“Surface Parking Lot”) and related uses permitted thereunder

H. In connection with Tenant’s development of the Resort and upon the terms and conditions set forth in that certain lease and option agreement between the parties dated January 16, 2002 (the “Employee Parking Structure Lease”), Landlord leased to Tenant certain real property then known as Block 576, Lot 1.05 on the Tax Map of the City of Atlantic City (the “Employee Parking Leased Premises”) for the purposes of the construction and operation by Tenant of an employee parking structure (the “Employee Parking Structure”) and related uses permitted thereunder.

I. In connection with Tenant’s development and expansion of the Resort (the “Expansion Projects”), Landlord: (i) terminated the Original Ground Lease and entered into that certain surface lot ground lease agreement with Tenant dated as of August 20, 2004 (the “Surface Lot Ground Lease”) for the remainder of the Original Surface Lot Leased Premises upon which Tenant continues the operation of the Surface Parking Lot and for any other use or uses permitted thereby (the “Surface Lot Leased Premises”); (ii) modified the terms of the Employee Parking Structure Lease by modification dated as of August 20, 2004 for the purpose of releasing therefrom a parcel of land to be incorporated into the North Expansion Ground Leased Premises (as hereinafter defined); (iii) entered into a separate lease agreement with Tenant dated January 1, 2005 (the “North Expansion Ground Lease”) for property then known as Block 576, Lot 1.08 on the Tax Map of the City of Atlantic City, being a portion of the Original Surface Lot Leased Premises, a portion of the Employee Parking Leased Premises, and other property owned by Landlord (the “North Expansion Ground Leased Premises”), upon which Tenant has constructed the North Expansion Project; and (iv) entered into a separate ground lease agreement with Tenant dated January 1, 2005 (the “Tower Expansion & Additional Structured Parking Ground Lease”) for property then known as Block 576, Lots 1.10 and 1.11 (the “Tower Expansion & Additional Structured Parking Ground Leased Premises”), being a portion of the Original Surface Lot Leased Premises and other property owned by Landlord upon which Lot 1.11 Tenant has completed construction of the Tower Expansion Project and upon which Lot 1.10 Tenant has completed construction of an Additional Parking Structure.

J. In connection with Tenant’s development and expansion of the Resort, Landlord: (i) modified the terms of the Surface Lot Ground Lease to release therefrom a portion of the Surface Lot Leased Premises (the “Lot 1.07 Release Parcel”); (ii) modified the terms of the Employee Parking Structure Lease to release therefrom a portion of the Employee Parking

Leased Premises (the "Lot 1.05 Release Parcel"); and (iii) modified the terms of the North Expansion Ground Lease to release therefrom a portion of the North Expansion Ground Leased Premises (the "Lot 1.08 Release Parcel", and together with the Lot 1.05 Release Parcel and the Lot 1.07 Release Parcel, collectively referred to as the "Release Parcels").

K. The Release Parcels and a portion of Block 576, Lot 1.04 were consolidated into and created new Block 576, Lot 1.12 pursuant to Resolution No. 15-2008 of the Atlantic City Planning Board. Block 576, Lot 1.12 is referred to herein as the "Leased Premises" and is more particularly described by the metes and bounds legal description and shown on the plan set forth on Exhibit "A" attached hereto.

L. Landlord has agreed to lease to Tenant the Leased Premises upon the terms and conditions set forth in this Lease for any use permitted by law.

NOW, THEREFORE, it is hereby agreed as follows:

1. Incorporation of Recitals. The Recitals are incorporated herein as if set forth at length.

2. Definitions. As used in this Agreement:

"Adjustment Date" means January 31, 2015 and the date of each fifth anniversary thereafter during the Term of this Lease.

"Amended and Restated Agreement" has the meaning set forth in the Recitals to this Lease.

"Base Index" means the Index in publication on three (3) months before the Effective Date.

"Borgata Parcel" has the meaning set forth in the Recitals to this Lease.

"Boyd AC" has the meaning set forth in the Recitals to this Lease.

"City" has the meaning set forth in the Recitals to this Lease.

"Comparison Index" means the Index in publication three (3) months before each Adjustment Date.

"Effective Date" shall mean the effective date of this Lease, deemed by both parties to be _____.

"Employee Parking Leased Premises" has the meaning set forth in the Recitals to this Lease.

“Employee Parking Structure” has the meaning set forth in the Recitals to this Lease.

“Employee Parking Structure Lease” has the meaning set forth in the Recitals to this Lease.

“Environmental Laws” means any and all applicable state, federal or local statutes, regulations, rules, ordinances and directives relating to the protection of health or the environment.

“Expansion Projects” has the meaning set forth in the Recitals to this Lease.

“First Adjustment Date” means January 31, 2015.

“Governmental Approvals” means all licenses, permits, authorizations and governmental approvals, issued in final, unappealable, and unconditional form, that are required under all applicable federal, state, county and municipal laws, regulations or governmental or quasi-governmental requirements: (i) to permit the construction and operation of any improvements or to construct any repairs, replacements or additions thereto, and (ii) to approve the transactions contemplated by this Lease.

“Grand K” has the meaning set forth in the Recitals to this Lease.

“Holding Co” has the meaning set forth in the Recitals to this Lease.

“Index” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, United States Average, Subgroup “All Items” 1982-84 = 100.

“Joint Venture” has the meaning set forth in the Recitals to this Lease.

“Landlord” has the meaning set forth in the first paragraph hereof.

“Landlord’s Access and Utility Easement” means the non-exclusive easement reserved unto Landlord or its affiliates in accordance with Section 40(c) of this Lease, reserving unto Landlord the non-exclusive right of construction and use of utilities and pedestrian and vehicular access over the Landlord’s Access and Utility Easement Area.

“Landlord’s Access and Utility Easement Area” means the area generally depicted on Exhibit “B” attached hereto and incorporated herein by reference.

“Landlord Indemnified Parties” means Landlord and its controlling shareholders, officers, directors, agents, affiliates and employees and their respective successors and assigns,

and the respective shareholders, officers, directors, agents, affiliates and employees of each of them.

“Landlord’s Remainder Parcel” means Block 576, Lot 1.04 as shown on the Tax Map of the City of Atlantic City.

“Lease” has the meaning set forth in the first paragraph hereof.

“Leased Premises” has the meaning set forth in the Recitals to this Lease.

“Lot 1.05 Release Parcel” has the meaning set forth in the Recitals to this Lease.

“Lot 1.07 Release Parcel” has the meaning set forth in the Recitals to this Lease.

“Lot 1.08 Release Parcel” has the meaning set forth in the Recitals to this Lease.

“Monthly Rent” means the monthly rent to be paid by Tenant to Landlord in accordance with the terms of Section 6 of this Lease.

“North Expansion Ground Lease” has the meaning set forth in the Recitals to this Lease.

“North Expansion Ground Leased Premises” has the meaning set forth in the Recitals to this Lease.

“Operating Agreement” has the meaning set forth in the Recitals to this Lease.

“Original Agreement” has the meaning set forth in the Recitals to this Lease.

“Original Surface Lot Ground Lease” has the meaning set forth in the Recitals to this Lease.

“Original Surface Lot Leased Premises” has the meaning set forth in the Recitals to this Lease.

“Parking Fee” means any and all taxes, assessments, fees, fines and charges levied by any governmental authority in connection with the parking of vehicles at the Leased Premises.

“Personal Property Taxes” means all taxes, assessments, fees, fines and charges levied against any and all personal property, merchandise and trade fixtures located in or about the Leased Premises, as well as any taxes, assessments, fees, fines and charges levied upon any interest of Tenant in this Lease or upon Tenant's business operations.

“Plans and Specifications” means those certain plans and architectural, engineering, design and construction drawings and other construction documents for the Water Club Garage

more particularly described on Exhibit “C” attached hereto and incorporated herein by this reference, together with any revisions or additions thereto as may be mutually agreed upon between Landlord and Tenant.

“Real Property Taxes” means all property taxes assessed against the Leased Premises, the Water Club Garage, if constructed, and any other buildings, fixtures or improvements now or hereafter constructed upon the Leased Premises, and all other governmental levies of every kind or nature whatsoever, general or special, extraordinary as well as ordinary, which shall be charged, levied, assessed or imposed by any lawful taxing authority against the Leased Premises and the improvements thereon. Without limiting the foregoing, Real Property Taxes shall include, without limitation, any and all general and special assessments, charges, fees or assessments for transit, housing, police, fire or other governmental services of purported benefit to the Leased Premises, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into this Lease or on the use or occupancy of the Leased Premises or any part thereof, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of New Jersey, or any political subdivision, public corporation, district or other political or public entity whether or not now customary or in the contemplation of the parties on the date of this Lease.

“Release Parcels” has the meaning set forth in the Recitals to this Lease.

“Renaissance Pointe Property” has the meaning set forth in the Recitals to this Lease.

“Rent Commencement Date” means February 1, 2010.

“Resort” has the meaning set forth in the Recitals to this Lease.

“Ring Road” means the roadway system developed by Landlord or its affiliates on the Renaissance Pointe Property as part of the Master Plan Improvements (as such term is defined in the Operating Agreement).

“Ring Road Easement” means a non-exclusive easement granted by virtue of this Lease by Landlord or its affiliates to Tenant in accordance with Section 40(a) of this Lease, granting to Tenant or its affiliates, as well as the users of the Leased Premises the non-exclusive right of pedestrian and vehicular access over the Ring Road (as such term is hereinafter defined).

“Second Amended and Restated Agreement” has the meaning set forth in the Recitals to this Lease.

“Surface Lot Ground Lease” has the meaning set forth in the Recitals to this Lease.

“Surface Lot Leased Premises” has the meaning set forth in the Recitals to this Lease.

“Surface Parking Lot” has the meaning set forth in the Recitals to this Lease.

“Tenant” has the meaning set forth in the first paragraph hereof.

“Tenant Indemnified Parties” means Tenant and its controlling shareholders, officers, directors, agents, affiliates and employees and their respective successors and assigns, and the respective shareholders, officers, directors, agents, affiliates and employees of each of them.

“Term” means the period of time in which this Lease is in effect, commencing upon the Effective Date and continuing through December 31, 2070 unless sooner terminated as provided herein.

“Trust” shall mean that certain trust having a term of thirty (30) months established pursuant to a trust agreement between MGM Mirage, the Division of Gaming Enforcement (the “Division”), and James R. Zazzali, an individual.

“Tower Expansion & Additional Structured Parking Ground Lease” has the meaning set forth in the Recitals to this Lease.

“Water Club Garage” is a certain High Rise garage to be located on the Leased Premises to be constructed in accordance with the Plans and Specifications.

3. Leased Premises. In consideration of the covenants herein contained on the part of Tenant and Landlord to be observed and performed, and subject to the terms and conditions of the Trust, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, for the purposes, and upon the terms and conditions set forth herein.

4. Effective date of Lease; Term of Lease. This Lease shall be in effect as of the Effective Date and shall remain in full force and effect for the Term, unless sooner terminated as provided in this Lease.

5. Use. Tenant shall use the Leased Premises for any permitted use or purpose reasonably related or ancillary to the operation of a first class resort and casino facility. Without limiting the foregoing, Tenant shall also be entitled to conduct, from time to time, special events upon the Leased Premises associated with Tenant’s operation of the Resort, which special events may last for one or more days.

6. Rent.

(a) Rent. In consideration for Tenant's rental of Landlord's other properties, subject to adjustment as provided herein, Tenant shall pay to Landlord, without offset, abatement, or demand, Monthly Rent in the amount of Zero Dollars (\$0.00) and no Real Property Taxes, in advance on the first day of each and every calendar month of the Term, beginning on the Rent Commencement Date. Upon the earliest to occur of: (i) termination date of the Surface Lot Ground Lease; (ii) Landlord's entry into a bona fide agreement of sale of all Landlord's lands then under lease to Tenant with the express exception of the lands leased to Tenant under the Surface Lot Ground Lease; or (iii) the expiration of twenty-four (24) months following the effective date of the Trust (as defined therein) (each event in subsections (i), (ii) and (iii) to be referred to as a "Triggering Event"), Landlord shall provide notice to Tenant and the Commission (hereinafter defined) of any Triggering Event. After Tenant's receipt of Landlord's notice of a Triggering Event, Tenant, in its sole and absolute discretion, shall have fifteen (15) days within which to terminate this Lease by sending Landlord a notice of termination. In such event, this Lease shall be terminated upon Landlord's receipt of such notice of termination.

In the event that a Triggering Event as described in either (i) or (ii) above shall occur, and Tenant does not terminate this Lease, then commencing on the date of the Triggering Event, Tenant shall be responsible for payment of the Real Property Taxes as set forth in Section 12, but the payment of Monthly Rent shall be deferred until the earliest to occur of: (x) the expiration of eighteen (18) months following the date of the Triggering Event; (y) completion of construction of the Water Club Garage as evidenced by the issuance by the City of Atlantic City of a temporary or permanent Certificate of Occupancy (and Tenant shall provide prompt notice to Landlord of the said issuance of a temporary or permanent Certificate of Occupancy); or (z) expiration of the term of the Trust. Notwithstanding the foregoing, in the event that the Triggering Event as described in (ii) above occurs and closing does not occur thereunder, then this Lease shall revert to its pre-Triggering Event status and any Real Property Taxes or Monthly Rent paid by Tenant following the Effective Date shall be reimbursed by Landlord. In the event that the Triggering Event as previously described in (iii) above shall occur, and Tenant does not terminate this Lease, then Tenant shall not be responsible for the payment of Real Property Taxes until such time as closing on the sale of the Landlord's property has occurred, and the payment of Monthly Rent shall be deferred until expiration of the thirty (30) month term or earlier termination of the Trust.

The Rent payable hereunder shall be in an amount equal to the area of the Leased Premises (60,825 square feet) multiplied by the per square foot rent of the Employee Parking Structure Lease in effect at the time of the Triggering Event, subject to the adjustments as provided in Section 6(b).

(b) Monthly Rent Adjustments.

(i) The Monthly Rent as set forth in Section 6(a) shall be re-calculated and adjusted, if appropriate, on every Adjustment Date commencing on the First Adjustment

Date and continuing on each Adjustment Date thereafter as more particularly provided in this Section 6(b). On the First Adjustment Date, Landlord shall calculate the percentage increase (if any) in the Comparison Index over the Base Index, and on each subsequent Adjustment Date, Landlord shall calculate the percentage increase (if any) in the applicable Comparison Index over the Comparison Index in effect on the immediately preceding Adjustment Date. After making each such calculation, Landlord shall determine the Monthly Rent to be payable by Tenant in the ensuing five (5)-year period as follows: (A) in the event Landlord determines there has been either a decrease or no increase in the Comparison Index during the preceding five (5)-year period, the Monthly Rent to be payable by Tenant in the ensuing five (5) year period shall remain the same as the Monthly Rent payable in the preceding five (5)-year period; or (B) in the event Landlord determines there has been an increase in the Comparison Index during the preceding five (5)-year period, then the Monthly Rent shall be adjusted upward by a percentage equal to the lesser of (y) twelve percent (12%) of the amount of Monthly Rent payable in the preceding five (5)-year period; or (z) the amount of the percentage increase in the Comparison Index during the preceding five (5)-year period, as calculated by Landlord in the above-described manner. When the Monthly Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Monthly Rent and the manner in which the same was computed. In the event Tenant believes, in good faith, a discrepancy exists in the calculation of the adjustment to Monthly Rent, Landlord and Tenant agree to work in good faith to resolve such discrepancy. The Monthly Rent as so adjusted from time to time shall be the "Monthly Rent" for all purposes under this Lease. In no event shall the Monthly Rent ever be adjusted downward as a result of the calculations made in this Section 6(b).

(ii) If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord and Tenant will agree to substitute the Index with a substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substituted index shall then become the "Index" hereunder.

(iii) Notwithstanding anything contained herein to the contrary, in the event Tenant shall elect to use the Leased Premises for the operation of casino gaming activities, excepting temporary special events conducted at the Leased Premises related to Tenant's operation of the Resort, then the Monthly Rent amount set forth in Section 6(a) shall be increased to reflect a fair market rental for any such casino gaming use of the Leased Premises. In connection therewith, Landlord and Tenant shall negotiate the rental amount in good faith and shall agree upon a new Monthly Rental amount as a condition precedent to Tenant's commencement of such new use of the Leased Premises.

(c) Parking Fees. Tenant agrees that it shall be solely liable for any and all Parking Fees, and Tenant agrees to make all Parking Fee payments promptly and in no event before the same shall become a lien against the fee interest of the Leased Premises.

7. Interest. Tenant shall pay Landlord interest for any installment of Monthly Rent or any other payment due and payable hereunder if such payment is not made within ten (10) business days after such sum is due, at the lesser rate of: (i) fourteen percent (14%) per annum; or (ii) the maximum interest rate permitted by law. Neither the assessment nor the collection by Landlord of any interest provided for herein shall constitute a waiver by Landlord of any of the other rights or remedies which Landlord has under this Lease.

8. Maintenance of Leased Premises.

(a) Tenant Obligations. Except as otherwise provided in Section 15 hereof, Tenant shall, at its sole cost and expense, maintain and keep the Leased Premises in a clean, safe and first class condition and repair and in material conformance with applicable laws, statutes, ordinances, rules, regulations and codes.

(b) Alterations by Tenant. Other than the construction of the Water Club Garage upon the Leased Premises in accordance with the Plans and Specifications, which shall not require Landlord's prior written consent, Tenant shall not make any material alterations, renovations, replacements, renewals, improvements or additions in or to the design of the exterior of the improvements upon the Leased Premises, including the design and location of all landscaping, lighting and signage for the improvements upon the Leased Premises, without the prior written consent of Landlord, which consent shall not unreasonably be withheld, conditioned or delayed. Without limiting the foregoing, it shall not be deemed to be reasonable for Landlord to withhold its consent under this Section 8(b) based solely on Tenant's proposed use of the Leased Premises, provided any such proposed use shall be a permitted use pursuant to the terms of Section 5 of this Lease. Notwithstanding anything contained herein to the contrary, all alterations, renovations, improvements or additions to the Leased Premises shall be made by Tenant at Tenant's sole cost and expense. Notwithstanding anything contained herein to the contrary, in the event that Landlord sells or otherwise transfers its fee interest in the Leased Premises to an independent third party, unaffiliated with Landlord, then in such event, the requirement that Tenant obtain Landlord's consent under this Section 8(b) shall cease to be of force and effect.

(c) Waste. Tenant shall not commit any act of waste upon the Leased Premises.

(d) "As Is" Condition. Tenant has entered into this Lease without any representation or warranty on the part of Landlord as to the condition thereof, except for those matters addressed in Section 15 "Environmental Compliance" below, and Tenant agrees to take possession of the Leased Premises "AS IS" and "WHERE IS".

9. Construction of the Water Club Garage; Governmental Approvals; Ownership of Improvements to Leased Premises.

(a) Tenant's Initial Construction Obligations. If Tenant elects, in its sole and absolute discretion, to proceed with construction of the Water Club Garage, Tenant shall, at Tenant's sole cost and expense, prepare, submit and prosecute diligently to completion, applications for all Governmental Approvals (excepting such Governmental Approvals required in connection with Landlord's obligation under Section 15 below). After receipt of all Governmental Approvals, If Tenant elects, in its sole and absolute discretion, to proceed with construction of the Water Club Garage, Tenant shall diligently cause the Water Club Garage to be constructed in material conformity and compliance with the Plans and Specifications and Tenant shall prosecute construction of the Water Club Garage in such a manner as to reasonably minimize any inconvenience in or disruption to the construction or operation of any improvements on Landlord's property that are situated adjacent to the Leased Premises or Landlord's Remainder Parcel. If Tenant elects, in its sole and absolute discretion, to proceed with construction of the Water Club Garage, Tenant shall keep Landlord reasonably advised on a regular basis with respect to the design, permitting, scheduling, development and construction of the Water Club Garage.

(b) Effect of Landlord's Approval. The approval by Landlord of the Plans and Specifications or any modifications thereto or of any act herein referred to, or any suggestions with respect thereto, shall not constitute an opinion or representation with respect to the sufficiency thereof or impose any present or future liability or responsibility upon Landlord.

(c) Subsequent Construction; Compliance with Laws. Following completion of the Water Club Garage, if such events should occur, subject to the terms and provisions of Section 5 hereof and further subject to Landlord's right of approval as more particularly set forth in Section 8(b) hereof, Tenant may, at Tenant's sole cost and expense, make further alterations, renovations, replacements, improvements, demolitions, or additions in, upon or to the Leased Premises, including without limitation, to the Water Club Garage. Without limiting the foregoing, any alterations, renovations, improvements or additions to, or maintenance of, the Leased Premises, shall be performed expeditiously and diligently to completion in a workmanlike and professional manner and in material conformance with all applicable laws, statutes, ordinances, rules, regulations and codes.

10. Ownership of Improvements to Leased Premises. Throughout the Term of this Lease, any improvements constructed upon the Leased Premises, including any alterations, renovations, replacements or additions thereof, shall be the sole property of Tenant, and Landlord shall have no interest therein. Upon the expiration or sooner termination of this Lease, all of the improvements constructed upon the Leased Premises shall become the property of the Landlord.

11. Assignment or Sublease.

(a) Assignment by Tenant. In addition to the expressly permitted assignments in this Section 11(a) or in Sections 37 or 46 hereof, Tenant may freely assign, transfer, mortgage, pledge, hypothecate or encumber or otherwise dispose all or any of its

interest in this Lease, or any interest therein, or sublet the Leased Premises, or any portion thereof, provided Tenant guaranties all payment and performance obligations under this Lease. Notwithstanding the foregoing, in the event of any sale or other transfer of the Resort, this Lease may be assigned, transferred or sublet by Tenant without Landlord's consent to the new owner, assignee or transferee of the Resort upon Tenant's providing Landlord with thirty (30) days' prior written notice thereof. In the event of any such sale, assignment or transfer upon an express assumption of Tenant's obligations under this Lease by the new owner of the Resort, Tenant shall be released from any liability under this Lease arising from and after the effective date of any such assignment and assumption and shall not be required to guaranty any obligations hereunder.

(b) Assignment by Landlord. Landlord may sell, transfer, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Leased Premises or this Lease, or any part thereof or interest therein, without the consent of Tenant upon Landlord's providing Tenant with thirty (30) days' prior written notice thereof. Upon any such sale, transfer, assignment or disposal of all of its interest in the Leased Premises or this Lease, Landlord shall be automatically relieved of all obligations hereunder on the condition that Landlord's successor-in-interest shall expressly assume all such obligations of Landlord under this Lease. Provided Tenant is not then in material default under this Lease (beyond any applicable cure period), this Lease shall not be affected by any such sale, transfer, assignment or disposal of Landlord's interest. Tenant agrees to attorn to Landlord's purchaser or assignee, provided that such purchaser or assignee shall execute and deliver to Tenant an assumption of this Lease in form and substance reasonably satisfactory to Tenant.

12. Taxes.

(a) Personal Property Taxes. Tenant agrees that it shall be solely liable for all Personal Property Taxes, subject to the provisions in Section 6 which control the commencement of Tenant's responsibility for the payment of Real Property Taxes.

(b) Real Property Taxes. Tenant agrees that it shall be solely liable for all Real Property Taxes, subject to the provisions in Section 6 which control the commencement of Tenant's responsibility for the payment of Real Property Taxes, and Tenant agrees to pay all such Real Property Taxes promptly and in any event before the same shall become delinquent. Notwithstanding the foregoing, Landlord shall be solely responsible for the amount of any tax levied against Landlord on the rents received by Landlord from this Lease by any federal, state or local governmental agency.

(c) Contest. Notwithstanding anything contained herein to the contrary, Tenant reserves the right to contest any Real Property Taxes assessed against the Leased Premises and Personal Property Taxes assessed against Tenant; provided, however, that if Tenant shall, in good faith, contest the validity of any such Real Property Taxes and/or Personal Property Taxes, then Tenant shall, at its sole expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon. In

connection with any such contest under the provisions of this subparagraph, Tenant agrees to use its best efforts to prevent the filing of any lien or claim against Landlord's fee interest in the Leased Premises and to promptly release or bond around any such lien or claim caused or permitted by Tenant's contest that may be filed against Landlord's fee interest in the Leased Premises, and Tenant shall indemnify, hold harmless and defend Landlord for, from and against any such liens and encumbrances and for any actual costs and expenses incurred by Landlord in connection therewith or arising as a result thereof. Tenant acknowledges that there is an appeal by Landlord of the Real Property Taxes applicable to the Leased Premises and other adjoining properties. Notwithstanding the provisions of this section, Landlord shall have the right to continue such appeal concerning the Leased Premises or any of Landlord's property that are situated adjacent to the Leased Premises or Landlord's Remainder Parcel for the years currently under appeal.

13. Indemnities.

(a) Tenant's Indemnity. Tenant covenants and agrees to indemnify and hold the Landlord Indemnified Parties harmless for, from and against all damages, claims, threatened claims, demands, causes of action, judgments, costs, expenses (including reasonable attorneys' fees and costs) and liabilities of any person or persons in, on or about the Leased Premises, or for any condition existing in, on or about the Leased Premises incurred or sustained by the Landlord Indemnified Parties arising out of, as a result of or in connection with (i) Tenant's use and occupancy of the Leased Premises; (ii) any breach or default in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease; or (iii) any accident, injury or damage whatsoever caused to any person firm or entity occurring during the Term, in or on the Leased Premises, (y) except claims, threatened claims, demands, causes of actions, judgments, costs, expenses or liabilities caused by Landlord's negligence or willful misconduct; and (z) except as otherwise provided in Section 15 hereof. This indemnification obligation shall survive the termination of or expiration of this Lease.

(b) Landlord's Indemnity. Landlord covenants and agrees to indemnify and hold the Tenant Indemnified Parties harmless for, from and against all fines arising out of or from Landlord's violations of the Act or Laws under Section 46(c) of this Lease. The foregoing indemnity does not extend to any consequential or any other damages that Tenant may incur.

(c) Defense of Litigation. In any suit or action for damages relating to Tenant's use and operation of the Leased Premises or otherwise relating to the Leased Premises or this Lease in which both Tenant and Landlord or any one or more of the Landlord Indemnified Parties are included or made defendants, Tenant agrees to assume all of the burden, cost and expense of the defense or settlement of such action or suit, including attorneys' fees in the defense of such action, claim or suit, and will pay any final settlement amount or judgment that may be obtained against the Landlord Indemnified Parties when such settlement agreement or judgment is due and becomes final. Notwithstanding the foregoing, Landlord shall be entitled, at Landlord's sole discretion and at Landlord's sole cost and expense, to monitor the status of or participate in any such litigation, which monitoring or participation may include, but not be

limited to, Landlord's retention of separate defense counsel. In addition, Landlord shall have the right to approve, which approval shall not be unreasonably withheld, conditioned or delayed, any settlement hereunder to the extent that such settlement, after accounting for the effect of each party's indemnification obligations, would result in the imposition of a direct and significant financial impact upon Landlord.

14. Insurance.

(a) Commercial General Liability; Automobile Insurance. Tenant shall, at its sole cost and expense and at all times while this Lease is in force, carry and maintain (i) a policy or policies of commercial general liability insurance insuring Tenant against liability for injury to or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Leased Premises, with combined single limits of at least (A) One Hundred Million Dollars (\$100,000,000.00) for property damage, plus (B) One Hundred Million Dollars (\$100,000,000.00) for bodily injury, including death; and (ii) Automobile Liability Insurance covering all vehicles owned or leased by Tenant, with combined single limits of at least Five Million Dollars (\$5,000,000). The foregoing policy limits may be satisfied by a combination of Commercial General Liability and Umbrella Liability policies. The policy limits required of Landlord and Tenant under this Lease shall be reviewed by Landlord and Tenant from time to time and adjusted, as may reasonably be necessary, to reflect current industry standards and practices with respect to types and amounts of coverages. Any changes to the insurance requirements as currently set forth in this Section 14 shall be reflected in an Addendum to this Lease, and the parties shall cooperate, in good faith, to prepare and execute any such Addendum.

(b) Tenant's Property; Damage to or Destruction of Improvements. At all times during the Term, Tenant, at its sole cost and expense, shall maintain fire and extended coverage, vandalism, malicious mischief, and special extended perils (all risk) insurance in an amount not less than the full cost of replacement of all of Tenant's personal property, furnishings, fixtures and equipment located on the Leased Premises. The proceeds from any such policy shall be for the sole benefit of Tenant. In the case of damage to or destruction of any improvements upon the Leased Premises, in whole or in part, by fire or any other casualty whatsoever caused, Tenant shall, at its election, either: (i) restore, replace or rebuild any such improvements, or any portion thereof to the condition existing prior to such damage or destruction or to such other state of condition as may be approved by Landlord (if so required) in accordance with the terms of Section 8(b) hereof, but in any event in conformance with all applicable state, federal or local laws, statutes, codes, ordinances, rules, regulations and directives, or (ii) demolish and remove the remaining portion of such damaged improvements. Except to the extent of Landlord's obligations under Section 14 hereof, Tenant assumes all risk for damage to or destruction of any improvements upon the Leased Premises.

(c) General Insurance Requirements. Upon the execution hereof, Tenant shall furnish Landlord with a certificate or certificates of insurance evidencing the foregoing

coverages, together with evidence of payment of all premiums therefor. In addition, all such insurance policies required by this Lease shall:

(i) name Landlord and MGM MIRAGE (and any of its affiliates or subsidiaries as may reasonably be requested by Landlord from time to time) as additional insureds and provide that such policy may not be canceled or materially changed or amended, whether or not requested by Tenant, except upon the insurer giving at least thirty (30) days' prior written notice thereof to Landlord and Tenant; and

(ii) be written as primary policies, not contributing with and not excess of any coverage that Tenant or Landlord may carry.

(d) Failure to Maintain Insurance. Notwithstanding any other remedy available to Landlord at law or in equity, if Tenant fails to obtain or maintain the insurance required herein or fails at any time to provide a valid certificate of insurance, Landlord shall be entitled upon thirty (30) days' written notice to Tenant, with an opportunity to cure, to purchase such insurance at the sole cost and expense of Tenant. Failure of Tenant to obtain or maintain the required insurance coverage shall not relieve Tenant from any of its liabilities or obligations under this Lease, nor shall the insurance requirements set forth in this Section 13 be construed to conflict with or otherwise limit Tenant's obligations under this Lease, including without limitation, any and all indemnity obligations of Tenant under this Lease.

(e) Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, but only to the extent of insurance proceeds actually received. Each party hereto shall, upon obtaining the policies of insurance required hereunder, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

15. Environmental Compliance. Landlord and Tenant acknowledge that the Leased Premises is a part of the Parcel (as such term is defined in the Operating Agreement). As such, (i) Landlord agrees that with respect to compliance of the Leased Premises with any and all Environmental Laws, including without limitation, conducting any required environmental assessment and remediation of the Leased Premises, Landlord shall have all of the same duties and obligations as required of MRI or its Affiliates (as such terms are defined in the Operating Agreement) with respect to the Parcel (i.e., to the extent such assessment and remediation relates to the Leased Premises as it exists as of the time of the Effective Date) pursuant to the terms of Section 4.4 of the Operating Agreement; and (ii) Tenant hereby agrees that (x) Tenant shall have all of the same duties and obligations as required of Boyd Sub (as such term is defined in the Operating Agreement) pursuant to Section 4.4(c) of the Operating Agreement; and (y) with respect to any other matters relating to compliance of the Leased Premises with Environmental Laws, Tenant shall have all of the same duties and obligations as required of the Company (as

such term is defined in the Operating Agreement) pursuant to the terms of Section 4.4 of the Operating Agreement. Nothing contained herein shall be deemed to modify or amend the obligations of either Landlord or Tenant or their respective affiliates pursuant to the Operating Agreement with respect to compliance with Environmental Laws. The obligations contained in this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Rights of Access.

(a) Landlord Access. Landlord and its officers, directors, agents, employees and contractors shall have the right to enter upon the Leased Premises at any time upon reasonable notice for the purpose of inspecting the same, provided that such access shall not materially and unreasonably interfere with Tenant's use of the Leased Premises.

(b) Tenant Access. Landlord shall provide Tenant at all times with convenient and unimpeded vehicular and pedestrian access to the Leased Premises from the Ring Road, except temporarily during times of emergency or required repair or as set forth in Section 40(c) hereunder or as may otherwise be ordered by any governmental authority.

17. Surrender. At the expiration or earlier termination of the Term, Tenant will peaceably yield to Landlord the Leased Premises and any and all alterations, renovations, improvements and additions made thereon. Tenant shall at Tenant's sole cost and expense, remove all personal property, equipment and trade fixtures, and Tenant shall perform all restoration made necessary by the removal of any such items (reasonable wear and tear excepted). In the event Landlord so elects, Tenant shall be obligated, at Tenant's sole cost and expense, to remove any improvements constructed upon the Leased Premises and to restore the Leased Premises to substantially similar condition as it existed prior to construction of any such improvements, at the expiration of the term of this Lease or the earlier termination thereof.

18. Quiet Enjoyment. Landlord covenants and agrees with Tenant that, so long as there shall not be any material default by Tenant which shall remain uncured beyond any applicable cure period hereunder, Tenant shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the Term.

19. Utilities. Tenant shall bear sole responsibility for all utility charges, deposits and other costs and expenses incurred by Tenant in connection with the maintenance of any and all utility services utilized by Tenant upon the Leased Premises.

20. Condemnation. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain or deeded to such public authority in lieu of condemnation, then the Term shall cease as to the part so taken from the day the possession of that part shall be taken or deeded for any public purpose, and from that day Tenant shall have the right either to cancel this Lease, in the event the taking adversely impacts upon Tenant's use or enjoyment of the Leased Premises, or to continue in the possession of the remainder of the Leased Premises under the terms hereof, provided that all damages awarded for

Landlord's fee interest in the Leased Premises as a result of such taking shall belong to and be the sole property of Landlord. Notwithstanding the foregoing, Tenant shall have the right to pursue its own award for any value attributable to the taking of all or any portion of any improvements constructed upon the Leased Premises, as well as the value of Tenant's leasehold estate, moving expenses and goodwill, and any damages awarded for such interests of Tenant so taken shall belong to and be the sole property of Tenant. In the event a portion of the Leased Premises becomes the subject of a taking and this Lease is not terminated as provided above, then in such event the Monthly Rent shall be proportionately reduced by the percentage of the land area of the Leased Premises so taken.

21. Events of Default. The following events shall be deemed to be events of default under this Lease:

(a) Landlord shall not have received a full installment of Monthly Rent on or before the date that is ten (10) days after Tenant receives written notice of such failure.

(b) Tenant shall fail or neglect to perform any other covenants herein contained to be performed by Tenant for thirty (30) days after Tenant has received written notice of such failure, unless Tenant has commenced to cure such default within such thirty (30) day period and thereafter diligently pursues the same to completion.

(c) Tenant shall file, or have filed against it and not vacated within ninety (90) days thereafter, a petition under any section or chapter of the United States Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent under any bankruptcy law, shall make a general assignment for the benefit of its creditors or shall admit in writing its inability generally to pay its debts as they become due.

(d) Landlord shall fail or neglect to perform any covenants herein contained to be performed by Landlord for thirty (30) days after Landlord has received written notice from Tenant of such failure, unless Landlord has commenced to cure such default within such thirty (30) day period and thereafter diligently pursues the same to completion.

22. Remedies. Upon an event of default described in Section 21 hereof, the non-defaulting party shall have all rights and remedies available at law or in equity including, without limitation, the right to declare this Lease terminated. Without limiting the foregoing, in the event of a default by Tenant, Landlord may elect to re-enter the Leased Premises and take possession thereof and to terminate all of the rights of Tenant in and to the Leased Premises without relieving Tenant of any liability hereunder which accrued prior to such termination. The non-defaulting party shall have the right, but not the obligation, to cure any default on the part of a defaulting party which is not timely cured as provided herein, and the defaulting party shall promptly reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection therewith, including without limitation, all reasonable attorneys' fees and court costs.

23. Subordination. Landlord shall be entitled to mortgage its fee interest in the Leased Premises upon the condition that any such fee mortgage lienholder agrees to execute such non-disturbance and/or attornment agreements in a form and substance reasonably acceptable to Landlord, Tenant and Tenant's lender (if any).

24. Estoppel Certificate. Within ten (10) business days after notice from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate confirming essential factual matters pertaining to this Lease, which estoppel certificate shall be in a form reasonably acceptable to Landlord and Tenant. Within ten (10) business days after notice from Tenant, Landlord shall execute and deliver to Tenant an estoppel certificate confirming essential factual matters pertaining to this Lease, which estoppel certificate shall be in a form reasonably acceptable to Landlord and Tenant.

25. No Waiver. Any waiver of any breach of any one or more of the covenants, conditions, terms or agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement of this Lease, nor shall failure on the part of either party to require full and complete compliance by the other party with any of the covenants, conditions, terms or agreements of this Lease be construed as in any manner changing the terms hereof or estopping such party from enforcing the full provisions hereof.

26. INTENTIONALLY OMITTED.

27. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rental equal to the then current rental being paid by Tenant pursuant to this Lease and otherwise subject to all the conditions, provisions and obligations of this Lease. Notwithstanding the foregoing, in the event Tenant shall remain in possession of the Leased Premises for a period of sixty (60) days following the expiration or earlier termination of this Lease, Tenant's month to month tenancy shall continue at a rental equal to the then current Monthly Rent plus an amount equal to an additional twenty-five percent (25%) of the Monthly Rent and otherwise subject to all the conditions, provisions and obligations of this Lease.

28. Notices; Rental Payment Address. Unless otherwise provided herein, all notices or other communications required or permitted by this Lease shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is given or if sent by confirmed facsimile transmission, or on the date of actual delivery if sent by overnight commercial courier or by first class mail, registered or certified, with postage prepaid and properly addressed to the party at its address set forth below, or at any other address that any party may from time to time designate by written notice to the other:

If to Landlord: MAC, CORP.

c/o MGM MIRAGE
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attention: General Counsel
Facsimile: (702) 693-7628

If to Tenant:

MARINA DISTRICT DEVELOPMENT COMPANY, LLC
c/o BOYD ATLANTIC CITY, INC.
One Borgata Way
Atlantic City, New Jersey 08401
Attention: Joe Corbo, Esq., Vice President and General Counsel
Facsimile: (609) 677-1440

With a copy to: BOYD GAMING CORPORATION
2950 Industrial Road
Las Vegas, Nevada 89109-1150
Attention: General Counsel
Facsimile: (702) 792-7335

If to the Division or the Commission:

Dianna W. Fautleroy, General Counsel
Casino Control Commission
Tennessee Avenue and The Boardwalk
Arcade Building
Atlantic City, New Jersey 08401
Phone: (609) 441-3815
Fax: (609) 441-3329
Email: dfaunteroy@ccc.state.nj.us

Josh Lichtblau, Director
Division of Gaming Enforcement
140 East Front Street
P.O. Box 047
Trenton, New Jersey 08625
Phone: (609) 292-5113
Fax: (609) 633-7355
Email: Josh.Lichtblau@njdge.org

George N. Rover, Assistant Attorney General
Division of Gaming Enforcement
140 East Front Street
P.O. Box 047
Trenton, New Jersey 08625
Phone: (609) 984-2481
Fax: (609) 633-7355
Email: George.Rover@njdge.org

All sums due hereunder shall be paid to Landlord at 3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109, Attention: Vice President - Accounting, unless Landlord notifies Tenant otherwise in writing.

29. Entire Agreement. Except as otherwise specifically set forth herein, this Lease sets forth the entire agreement of the parties hereto with respect to the subject matter hereof, and all preliminary negotiations are merged into and incorporated in this Lease. This Lease may not be amended or modified except by a written instrument signed by Landlord and Tenant. It is

mutually understood and agreed that the covenants and agreements contained herein shall be binding upon the parties hereto, and upon their respective successors and assigns.

30. Governing Law. This Lease shall be governed and construed under and in accordance with the laws of the State of New Jersey.

31. Authority. Tenant and Landlord represent and warrant to each other that each is fully authorized to enter into this Lease without the joining of any other person or entity, and the person executing this Lease on behalf of such party has full authority to do so and any and all corporate, partnership, or limited liability company action required has been taken.

32. Successors. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as otherwise expressly provided.

33. Recording. Promptly after the Effective Date, Landlord shall record in the office of the County Clerk of the County, a memorandum of this Lease in a form approved by Landlord and Tenant in their reasonable discretion. Upon the termination or earlier expiration of the Term of this Lease, Landlord and Tenant agree to execute any and all instruments necessary to effectuate a termination of the Memorandum of Lease.

34. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, to create a relationship of principal and agent, or a partnership or joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant with respect to this Lease. Whenever herein the singular is used, the same shall include the plural. Captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

35. Interpretation. The enforceability, invalidity, or illegality of any provision shall not render the other provisions of this Lease unenforceable, invalid, or illegal. All provisions, whether conditions or covenants on the part of either party, shall be deemed to be both conditions and covenants. This Lease is the product of joint negotiation of the parties and their counsel and is not to be construed for or against either party by virtue of the fact that such party or its counsel prepared this Lease.

36. Time of the Essence. Time is of the essence for each and every obligation contained in this Lease.

37. Leasehold Mortgage; Lender's Right to Cure. Landlord hereby consents to an encumbrance by Tenant of its leasehold interest and estate in the Leased Premises and Tenant's interest in any improvements to be constructed upon the Leased Premises. If Tenant

shall elect to encumber its leasehold interest and estate in the Leased Premises, and if Tenant or the holder of the indebtedness secured by a leasehold mortgage shall give written notice to Landlord of the existence of such leasehold mortgage and the address of the holder, then Landlord will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which Landlord may, from time to time, give to or serve on Tenant under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on Tenant. The holder may, at its option, at any time before the rights of Tenant shall be terminated as provided in this Lease, pay any of the Monthly Rent or other sums due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Tenant by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Tenant thereunder as the same would have been if done and performed by Tenant, and in such event, this Lease shall remain in full force and effect for Tenant. Additionally, Landlord agrees that it will promptly execute and deliver customary and commercially reasonable documents required by Tenant's lender, in such form reasonably acceptable to Landlord, Tenant and Tenant's lender, which documents may evidence, amongst other things, the consent of Landlord to the leasehold mortgage.

38. Covenant Against Liens Against Landlord's Fee Interest. Tenant agrees to use its best efforts to prevent the filing of any lien or claim caused or permitted solely by Tenant against Landlord's fee interest in the Leased Premises and to promptly release or bond around any such lien or claim caused or permitted solely by Tenant that may be filed against Landlord's fee interest in the Leased Premises, and Tenant shall indemnify, hold harmless and defend Landlord for, from and against any such liens and encumbrances and for any actual costs and expenses incurred by Landlord in connection therewith or arising as a result thereof. If Tenant shall, in good faith, contest the validity of any such claim or demand, then Tenant shall, at its sole expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Leased Premises. The obligations contained in this paragraph shall survive the termination or expiration of this Lease.

39. No Landlord Security Measures. Landlord shall have no duty, obligation or responsibility whatsoever to provide guard service or other security measures for the benefit of Tenant in connection with Tenant's use and possession of the Leased Premises, and Tenant hereby releases Landlord from any and all responsibility for the security of Tenant and its agents, contractors, employees, and invitees on the Leased Premises from acts of third parties.

40. Easements.

(a) Ring Road Easement. Landlord hereby grants to Tenant, its successors and assigns, and users of the Leased Premises, the Ring Road Easement for the purpose of non-exclusive right of pedestrian and vehicular access over the Ring Road. The Ring Road Easement

shall terminate upon the earlier to occur of: (i) the expiration of the Term of this Lease; or (ii) the earlier termination hereof. In the event Tenant or a third party purchases the Leased Premises, the Ring Road Easement shall become permanent and perpetual.

(b) INTENTIONALLY OMITTED.

(c) Reservation of Landlord's Access and Utility Easement. Tenant consents to and Landlord hereby reserves unto itself, its successors and assigns, and their respective agents, employees, contractors, licensees and invitees a non-exclusive access and utility easement (the "Landlord's Access and Utility Easement") burdening and encumbering the areas more particularly described and shown on Exhibit "C" attached hereto and made a part hereof (the "Landlord's Access and Utility Easement Area") to allow vehicular and pedestrian ingress and the construction and realignment of a road and the construction and use of utilities and signage on, over and under and through the Landlord's Access and Utility Easement Area, including the right to maintain aboveground manholes and vents and other appurtenances necessary for the foregoing purposes. The Landlord's Access and Utility Easement shall expire upon the expiration or termination of this Lease. In the event Tenant or a third party purchases the Leased Premises, the Landlord's Access and Utility Easement shall become permanent and perpetual. Landlord shall be responsible to repair any damage to the Landlord's Access and Utility Easement Area and any improvements located thereon, or any improvement located on the Tenant's property which may be adjacent to the Landlord's Access and Utility Easement Area caused by the exercise of Landlord's rights hereunder. At all times during the term of the Landlord's Access and Utility Easement, Landlord shall maintain liability insurance naming Tenant as an additional insured in the minimum amount of \$25,000,000.00. Landlord shall indemnify Tenant, and its affiliates, and the officers, employees and agents of any of them, from and against any and all loss, costs, damage, claim or expense (including without limitation, attorney's fees and court costs) incurred or sustained by Tenant, or its affiliates, or the officers, employees or agents of any of them, arising out of, as a result of or in connection with Landlord's use of the Landlord's Access and Utility Easement Area as contemplated herein, provided, however, that Landlord shall not be responsible to defend or indemnify Tenant against any liability to third parties or government authorities arising out of any condition existing on the Landlord's Access and Utility Easement Area prior to the Effective Date hereof. The Landlord's Access and Utility Easement shall be exercised by Landlord, its successors and assigns, and any entity providing utility services to Landlord, Tenant, and the Resort in a manner that will minimize interference with the Tenant's property adjacent to the Landlord's Access and Utility Easement Area or any business conducted thereon provided that (i) Landlord shall have the right to suspend operation of any road (the "Access Road") within Landlord's Access and Utility Easement Area during the time necessary for (x) installation and/or repair or maintenance of utilities; (y) road construction, maintenance and/or realignment; and (z) emergencies; and (ii) following construction of any improvement on Landlord's Remainder Parcel, (y) Tenant's and Tenant's invitees, construction vehicles may not use the Access Road and (z) the Landlord's Access and Utility Easement Area shall be utilized by Tenant and any utility providing utility services to Tenant in a manner that will minimize interference with Landlord's property or Landlord's Remainder Parcel or any business conducted thereon, including without limitation,

minimal interruption of traffic on the surrounding roadways entering into or exiting Landlord's said property or Landlord's Remainder Parcel. Tenant shall not construct any structure, improvements or utilities in the Landlord's Access and Utility Easement Area that would, in Landlord's reasonable opinion, interfere with Landlord's Access and Utility Easement.

(d) Insurance and Indemnity. INTENTIONALLY OMITTED.

41. Damages. Under no circumstances whatsoever shall either party ever be liable hereunder to the other party for anticipated profits, indirect damages, punitive damages, consequential or other damages or liability of any nature whatsoever whether based on contract, tort, or any other theories of liability other than actual damages. It is further agreed by the parties that the shareholders, officers, employees, agents, representatives and directors of both parties, as such, shall never be personally liable for any judgment against a party.

42. INTENTIONALLY OMITTED.

43. Non-Involvement of Certain Parties. Tenant agrees that in the event there is any default or alleged default by Landlord under this Lease, or Tenant has or may have any claim arising from this Lease, Tenant shall not commence any lawsuit or otherwise seek to impose any liability whatsoever against Kirk Kerkorian or Tracinda Corporation. Tenant hereby further agrees that neither Kirk Kerkorian nor Tracinda Corporation shall have any liability whatsoever with respect to this Lease. Tenant hereby further agrees that it shall not permit any party claiming through it, to assert a claim or impose any liability against either Kirk Kerkorian or Tracinda Corporation, either collectively or individually, as to any matter or thing arising out of or relating to this Lease or any alleged breach or default by Landlord. In addition, Tenant agrees that neither Kirk Kerkorian nor Tracinda Corporation, individually or collectively, is a party to this Lease or is liable for any alleged breach or default of this Lease by Landlord. Notwithstanding anything contained in this Section 43 to the contrary, the provisions of this Section 43 shall not apply to the extent that Kirk Kerkorian or Tracinda Corporation shall become the Landlord under this Lease.

44. Force Majeure. If any acts of God, an act of the public enemy, war, blockade, acts of military or civil authority or government regulation, riots, disasters, strikes (excluding, specifically, however, any informational or recognitional picket line), or failure to timely receive any necessary Governmental Approvals renders a party's performance objectively impossible or illegal, and if the foregoing is not caused by any act or omission of such party, then such party shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the excused party shall be obligated to promptly resume performance in accordance with the terms of this Lease after any such force majeure event ceases.

45. Cooperation. Landlord and Tenant shall at all times cooperate, in good faith, with each other and shall promptly furnish (and/or sign) all documents and other information reasonably necessary in order to (a) establish the Leased Premises as a separate tax parcel and as

a parcel properly subdivided and legally transferable under New Jersey statutes; and (b) obtain any such licenses, approvals, permits and entitlements as may be required to effect the purposes of and carry out the intent of this Lease. Without limiting the foregoing, to the extent any lender of Landlord or Tenant shall reasonably require any modifications or amendments to this Lease, then Landlord and Tenant agree to cooperate, in good faith, to prepare and execute any such modifications or amendments to this Lease in form and substance acceptable to Landlord and Tenant.

46. Approval by Casino Control Commission.

(a) Landlord shall comply, and shall ensure that all of its employees, principals and agents comply, with any and all applicable requirements of the New Jersey Casino Control Act, N.J.S.A. 5:12-1 et seq., (the "Act"), as well as the regulations promulgated thereunder, including, but not limited to, any licensing, qualification, vendor registration, women's business enterprise, minority business enterprise or equal employment opportunity requirements imposed thereunder, all of which are included within the definition of "the Laws". If the New Jersey Casino Control Commission ("Commission") declines to approve this Lease, then Tenant shall be entitled to terminate this Lease and thereafter the parties will have no further rights or obligations, except for those obligations which expressly survive termination of this Lease.

(b) The parties acknowledge and agree that this Lease and any transfers or assignments under this Lease are subject to the applicable provisions of N.J.S.A. 5:12-82 et. seq.

(c) To the extent required by N.J.S.A. 5:12-82c(10), each party to this Lease is jointly and severally liable for all acts, omissions and violations of the Act or Laws by any party, regardless of actual knowledge of such act, omission or violation.

(d) Pursuant to the provisions of N.J.S.A. 5:12-104b, this Lease may be terminated by the Commission without liability on the part of Tenant or Landlord if the Commission disapproves of its terms, including the terms of compensation, or of the qualifications of Landlord or Tenant, their respective owners, officers, directors or employees based on the standards contained in N.J.S.A. 5:12-86.

(e) If at any time during the term of this Lease, the Landlord or any person associated with Landlord, is found by the Commission to be unsuitable to be associated with a casino enterprise, and is not removed from such association in a manner acceptable to the Commission, then upon written notice delivered by Tenant to Landlord (the "Appraisal Notice"), following such final unstayed decision of the Commission which provides that a purchase of the interest of Landlord or such person is required, Tenant may elect to purchase all (but not less than all) of the Leased Premises for cash in an amount equal to 100% of the Appraised Value of the Leased Premises. Upon receipt of notice from Tenant of such an election to purchase the Leased Premises, Landlord shall have the option to either (i) accept Tenant's election and proceed with the appraisal process set forth below, or (ii) provided that the Commission does not

object, attempt to sell the Leased Premises, subject to this Lease, to a third party. Landlord shall provide Tenant with written notice of its election within thirty (30) days of receipt of Tenant's Appraisal Notice. If Landlord elects to attempt to sell the Leased Premises to a third party and, for any reason discontinues its efforts or is unable to do so within a period of one (1) year, or such shorter period of time that may be required by the Commission, then Landlord and Tenant shall promptly complete the sale and purchase of the Leased Premises pursuant to the appraisal process set forth below. The "Appraised Value" shall be an amount equal to the fair market value of the Leased Premises, which shall represent the amount that a single purchaser (without any discount or premium for the limited market of potential purchasers) unrelated to any party hereto would reasonably be expected to pay for the Leased Premises as a going concern, subject to all existing indebtedness, liens and encumbrances, in a single cash purchase, taking into account the current condition, use and net income of the Leased Premises. If the parties are unable to mutually agree upon the Appraised Value within 30 days after delivery of the Appraisal Notice, each party shall select a reputable MAI appraiser to determine the Appraised Value. The two appraisers shall furnish the parties with their written appraisals within 45 days of the selection, setting forth their determinations of the Appraised Value as of the date of the Appraisal Notice. If the higher of such appraisals does not exceed the lower of such appraisals by more than 10%, the Appraised Value shall be the average of the two appraisals. If the higher of such appraisals exceeds the lower of such appraisals by more than 10%, the two appraisers shall, within 20 days, mutually select a third reputable MAI appraiser. The third appraiser shall furnish the parties with its written appraisal within 45 days of its selection, and the Appraised Value shall be the average of the three appraisals. The cost of the appraisals shall be borne equally by the Landlord and Tenant. The determination of the Appraised Value in accordance with this Section 46(e) shall constitute a final and non-appealable decision. The closing of the purchase and sale of the Leased Premises pursuant to this Section 46(e) shall occur not later than 90 days after determination of the Appraised Value, or such other time as may be directed by the New Jersey Gaming Authorities. At the closing, the Landlord shall deliver to the Tenant title to the Leased Premises, free and clear of any liens, claims or other encumbrances other than (A) any liens and encumbrances currently set forth in the title commitment #[TO BE DETERMINED] dated [TO BE DETERMINED] prepared by [TO BE DETERMINED] ("Title Commitment"), (B) any liens and encumbrances caused by Tenant or as permitted by this Lease, and (C) any other non-monetary liens and encumbrances that were consented to by Tenant in writing, which consent shall not unreasonably be withheld or delayed. Tenant agrees to provide such consent to non-monetary liens and encumbrances which (1) do not materially interfere with the use of the Leased Premises as permitted by this Lease; or (2) are required by a governmental entity and/or utility provider in connection with the subdivision of the Leased Premises as set forth in Section 45 of this Lease. Landlord shall use all its commercially reasonable efforts to deliver title to the Leased Premises in the condition required in this Section 46(e). Tenant shall pay, at its sole cost and expense, all real property transfer taxes or fees, and any other reasonable costs and expenses of conveying the Leased Premises to Tenant, including, without limitation, the cost of obtaining a survey of the Leased Premises (or any updates to the Survey obtained by Landlord), the cost of any title search fees, escrow fees, and the full cost of an ALTA owner's policy of title insurance, if such coverage is desired by Tenant and any and all endorsements issued to Tenant in connection therewith and the full cost of any lender's policy of title insurance

and all endorsements issued to Tenant's lenders in connection therewith. Upon such closing, this Lease shall automatically terminate and be of no further force and effect, Tenant shall pay rent to Landlord under this Lease up until the date this Lease terminates, and the parties shall have no further duties or obligations hereunder from and after the date of the closing; provided, however, that nothing in this Section 46(e) shall be deemed to supersede any provision hereof which expressly survives the termination of the Lease, and nothing contained in this Section 46(e) shall be deemed to release either party from any obligation or liability which shall have arisen under this Lease prior to the effective date of the termination hereof.

47. Compliance with Laws. Landlord and Tenant shall each comply with and observe all present and future laws, ordinances, rules, permits, requirements and regulations concerning the occupancy and use of the Leased Premises, including without limitation, the Act and the Laws (as such terms are defined in Section 46(a) herein).

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

MAC, CORP., a New Jersey corporation

By: _____
John J. McManus

Its: _____
Secretary

“Landlord”

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability company
Its: Sole Member

By: Boyd Atlantic City, Inc.
Its: Managing Member

By: _____

Its: _____

“Tenant”