UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 14, 2018

MGM RESORTS INTERNATIONAL
(Exact name of registrant as specified in its charter)

DELAWARE	001-10362	88-0215232
(State or other jurisdiction of incorporation)	(Commission file number)	(I.R.S. employer identification no.)

3600 Las Vegas Boulevard South, Las Vegas, Nevada	89109
(Address of principal executive offices)	(Zip code)

(702) 693-7120
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 §CRF 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On June 18, 2018, MGM Resorts International (the "Company") issued $1,000,000,000 in aggregate principal amount of its 5.750% Senior Notes due 2025 (the "Notes"). The Notes were issued pursuant to the Indenture, dated as of March 22, 2012 (the "Base Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a sixth supplemental indenture, dated as of June 18, 2018 (the "Sixth Supplemental Indenture"), among the Company, the subsidiary guarantors named therein and the Trustee. A copy of the Sixth Supplemental Indenture is filed herewith as Exhibit 4.1.

The Notes were offered and sold pursuant to the Company's automatic shelf registration statement on Form S-3 (Registration No. 333-223375) (the "Registration Statement") filed with the Securities and Exchange Commission (the "SEC") on March 1, 2018, as supplemented by the final prospectus supplement, dated June 14, 2018 and filed with the SEC on June 15, 2018.

The Notes will be guaranteed, jointly and severally, on a senior basis by the Company's subsidiaries that guarantee its senior credit facility and existing notes, except for MGM Elgin Sub, Inc., unless and until the Company obtains Illinois gaming approval, and except for Marina District Development Company, LLC, and Marina District Development Holding Co., LLC, unless and until the Company obtains New Jersey gaming approval. The Notes will not be guaranteed by the Company's foreign subsidiaries and certain domestic subsidiaries, including MGM China Holdings Limited, MGM National Harbor, LLC, Blue Tarp reDevelopment, LLC (the subsidiary developing MGM Springfield), MGM Grand Detroit, LLC, MGM Growth Properties LLC and any of their respective subsidiaries.

The Company intends to use the net proceeds from this offering for general corporate purposes, which could include refinancing existing indebtedness, funding a portion of the cost of acquisitions the Company consummates, paying dividends on common stock or repurchasing common stock in accordance with the Company's share repurchase program. Pending such use, the Company may invest the net proceeds in short-term interest-bearing accounts, securities or similar investments.

The above description of the Base Indenture, the Sixth Supplemental Indenture and the Notes are summaries only and are qualified in their entirety by the terms of such agreements and instruments, respectively. The Sixth Supplemental Indenture is incorporated by reference into the Registration Statement.

Item 8.01 Other Events.

Underwriting Agreement

In connection with the offering of the Notes, on June 14, 2018, the Company entered into an underwriting agreement (the "Underwriting Agreement") among the Company, the guarantors named therein and Citigroup Global Markets Inc. as representative of the several underwriters named therein (the "Underwriters"). Pursuant to the Underwriting Agreement and subject to the terms and conditions expressed therein, the Company agreed to sell $1,000,000,000 in aggregate principal amount of the Notes and the Underwriters agreed to purchase the Notes for resale to the public.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 hereto. The Underwriting Agreement is also incorporated by reference into the Company's Registration Statement.

The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of the Underwriting Agreement and as of the specific date (or dates) set forth therein, and were solely for the benefit of the parties to the Underwriting Agreement and are subject to certain limitations as agreed upon by the contracting parties. In addition, the representations, warranties and covenants contained in the Underwriting Agreement may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries of the Underwriting Agreement and should not rely on the representations, warranties and covenants contained therein, or any descriptions thereof, as characterizations of the actual state of facts or conditions of the Company. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Underwriting Agreement, which subsequent developments may not be fully reflected in the Company's public disclosure.

Opinions

The legal opinions (and related consents) regarding the validity of the Notes and the related guarantees offered pursuant to the Registration Statement (as amended and supplemented) of the following law firms are filed herewith: Milbank, Tweed, Hadley & McCloy LLP, Brown Rudnick LLP, Brownstein Hyatt Farber Schreck, LLP, Butler Snow LLP and Fox Rothschild LLP.

Item 9.01 Financial Statements and Exhibits.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits:

Exhibit No.	Description
1.1	Underwriting Agreement, dated June 14, 2018, among MGM Resorts International, the guarantors named therein and Citigroup Global Markets Inc., as representative of the several underwriters named therein
4.1	Sixth Supplemental Indenture, dated June 18, 2018, among MGM Resorts International, the guarantors named therein and U.S. Bank National Association, as trustee, to the Indenture, dated as of March 22, 2012, among MGM Resorts International and U.S. Bank National Association, as trustee, relating to the 5.750% senior notes due 2025
5.1	Opinion of Milbank, Tweed, Hadley & McCloy LLP
5.2	Opinion of Brown Rudnick LLP
5.3	Opinion of Brownstein Hyatt Farber Schreck, LLP
5.4	Opinion of Butler Snow LLP
5.5	Opinion of Fox Rothschild LLP
23.1	Consent of Milbank, Tweed, Hadley & McCloy LLP (included in the opinion filed as Exhibit 5.1)
23.2	Consent of Brown Rudnick LLP (included in the opinion filed as Exhibit 5.2)
23.3	Consent of Brownstein Hyatt Farber Schreck, LLP (included in the opinion filed as Exhibit 5.3)
23.4	Consent of Butler Snow LLP (included in the opinion filed as Exhibit 5.4)
23.5	Consent of Fox Rothschild LLP (included in the opinion filed as Exhibit 5.5)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MGM Resorts International

Date: June 18, 2018

By: /s/ Andrew Hagopian III

Name: Andrew Hagopian III

Title: Chief Corporate Counsel and Assistant Secretary

Exhibit 1.1

EXECUTION VERSION

MGM RESORTS INTERNATIONAL
(a Delaware corporation)

$1,000,000,000 5.750% Senior Notes Due 2025

UNDERWRITING AGREEMENT

Dated: June 14, 2018

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MGM RESORTS INTERNATIONAL
(a Delaware corporation)

$1,000,000,000 5.750% Senior Notes Due 2025

UNDERWRITING AGREEMENT

June 14, 2018

Citigroup Global Markets Inc.
as Representative of the several Underwriters

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

MGM Resorts International, a Delaware corporation (the " **Company** "), confirms its agreement with Citigroup Global Markets Inc. and each of the other Underwriters named in Schedule A hereto (collectively, the " **Underwriters** ," which term shall also include any underwriter substituted as hereinafter provided in Section 9 hereof), for whom Citigroup Global Markets Inc. is acting as representative (in such capacity, the " **Representative** "), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective principal amounts set forth in Schedule A of $1,000,000,000 aggregate principal amount of the Company's 5.750% Senior Notes due 2025 (the " **Notes** "). The Notes are to be issued pursuant to an indenture dated as of March 22, 2012 (the " **Base Indenture** ") among the Company and U.S. Bank National Association, as trustee (the " **Trustee** "), as supplemented by the sixth supplemental indenture to be dated as of June 18, 2018 (the " **Sixth Supplemental Indenture** " and, the Base Indenture as supplemented by the Sixth Supplemental Indenture, the " **Indenture** ") among the Company, the Subsidiary Guarantors (as defined below) and the Trustee. The Notes will be unconditionally guaranteed by those certain wholly-owned subsidiaries of the Company identified on the signature pages hereto (the " **Subsidiary Guarantors** ") who will guarantee, pursuant to guarantees included in the Indenture (the " **Subsidiary Guarantees** "), the interest and other amounts payable on the Notes. As used herein the term " **Securities** " shall include the Notes and the Subsidiary Guarantees.

The Company has filed with the Securities and Exchange Commission (the "Commission") an automatic shelf registration statement on Form S–3 (No. 333-223375), including a related base prospectus, relating to the registration of debt and common stock of the Company (the " **Shelf Securities** "), including the Securities, which registration statement became effective upon filing under Rule 462(e) of the rules and regulations of the Commission (the " **1933 Act Regulations** ") pursuant to the Securities Act of 1933, as amended (the " **1933 Act** "). Such registration statement, at any given time, including the amendments thereto to such time, the exhibits and any schedules thereto at such time, the documents incorporated by reference therein pursuant to Item 12 of Form S–3 under the 1933 Act at such time and the documents otherwise deemed to be a part thereof or included therein by 1933 Act Regulations, including any required information deemed to be a part thereof pursuant to Rule 430B (" **Rule 430B** ") of the 1933 Act Regulations is herein called the " **Registration Statement** " and the related prospectus covering the Shelf Securities included in the Registration Statement at any given time, including the amendments thereto at such time, is herein called the " **Base Prospectus** ." The Registration Statement at the time it originally became effective is herein called the " **Original Registration Statement** ."

The Company has prepared, filed and delivered to each Underwriter, copies of a preliminary prospectus supplement dated June 14, 2018 in accordance with the provisions of Rule 430B and paragraph (b) of Rule 424 (" **Rule 424(b)** ") of the 1933 Act Regulations (together with the Base Prospectus (to the extent not superseded or modified), the " **Preliminary Prospectus** "), and has provided to each Underwriter the information set forth on Schedule C hereto (the " **Pricing Supplement** "), each for use by the Underwriters in connection with its solicitation of offers to purchase the Securities. The Preliminary Prospectus and the Pricing Supplement, together with the other Issuer Free Writing Prospectuses (as defined below), if any, identified on Schedule B hereto and any other free writing prospectus (as defined below) that the parties hereto shall hereafter expressly agree in writing to treat as part of the Pricing Disclosure Package, are herein referred to as the " **Pricing Disclosure Package** ". All references herein to the terms " **Pricing Disclosure Package** " and " **Prospectus** " (as defined below) shall be deemed to mean and include all information filed under the Securities Exchange Act of 1934, as amended (the " **1934 Act** ") or the rules and regulations of the Commission under the 1934 Act (the " **1934 Act Regulations** "), prior to the Applicable Time and incorporated by reference in the Pricing Disclosure Package. " **Applicable Time** " means 3:42 p.m. (New York City time) on the date of this Agreement or such other time as agreed by the Company and the Representative.

Promptly after the Applicable Time, the Company will prepare and deliver to each Underwriter a final prospectus supplement dated the date hereof. The Base Prospectus (to the extent not superseded or modified) together with the final prospectus supplement in the form first furnished to the Underwriters for use in connection with the offering of the Securities is herein referred to as the " **Prospectus** ".

For purposes of this underwriting agreement (this " **Agreement** "), " **free writing prospectus** " has the meaning set forth in Rule 405 of the 1933 Act Regulations and " **Issuer Free Writing Prospectus** " means any issuer free writing prospectus, as defined in Rule 433 of the 1933 Act Regulations, relating to the Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, the Pricing Disclosure Package and the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in or otherwise deemed by the 1933 Act Regulations to be a part of or included in the applicable document; and all references herein to the terms "amend," "amendment," or "supplement" with respect to the Registration Statement, the Base Prospectus, the Preliminary Prospectus, any free writing prospectus or the Prospectus shall be deemed to mean and include all information filed under the 1934 Act or the 1934 Act Regulations on or before such time and incorporated by reference therein.

SECTION 1. **Representations and Warranties by the Company and Subsidiary Guarantors** . The Company and the Subsidiary Guarantors jointly and severally represent and warrant to each Underwriter as of the date hereof, the Applicable Time and as of the Closing Time as follows (references in this Section 1 to the Prospectus shall apply only in the case of representations and warranties made as of the Closing Time):

(a) Status as a Well-Known Seasoned Issuer . (A) At the time of filing the Original Registration Statement, (B) at the time of the most recent amendment to the Registration Statement for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such

amendment was by post–effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus), (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the 1933 Act Regulations) made any offer relating to the Securities in reliance on the exemption of Rule 163 of the 1933 Act Regulations (" **Rule 163** ") and (D) at the date hereof, the Company is a "well-known seasoned issuer" as defined in Rule 405 of the 1933 Act Regulations (" **Rule 405** "). The Registration Statement is an "automatic shelf registration statement" as defined in Rule 405, and the Securities, since their registration on the Registration Statement, have been and remain eligible for registration by the Company on a Rule 405 "automatic shelf registration statement." The Company has not received from the Commission any notice, including pursuant to Rule 401(g)(2) of the 1933 Act Regulations, objecting to the use of the automatic shelf registration statement form.

At the time of filing the Original Registration Statement, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405, including the Company or any other subsidiary in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405.

(b) Registration Statement, Prospectus and Disclosure at Applicable Time . The Original Registration Statement became effective upon filing under Rule 462(e) of the 1933 Act Regulations (" **Rule 462(e)** ") on March 1, 2018, and any post-effective amendment thereto also became effective upon filing under Rule 462(e). No stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

Any offer that is a written communication relating to the Securities made prior to the filing of the Original Registration Statement by the Company or any person acting on its behalf (within the meaning, for this paragraph only, of Rule 163(c) of the 1933 Act Regulations) has been filed with the Commission in accordance with the exemption provided by Rule 163 and otherwise complied with the requirements of Rule 163, including without limitation the legending requirement, to qualify such offer for the exemption from Section 5(c) of the 1933 Act provided by Rule 163.

At the time the Registration Statement became effective (including without limitation the effective dates of any amendments thereto and each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations), as of the Applicable Time and at the Closing Time, the Registration Statement complied or will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the rules and regulations of the Commission promulgated thereunder, and did not and will not, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and neither the Pricing Disclosure Package, as of the Applicable Time and at the Closing Time, nor the Prospectus nor any amendments or supplements thereto, as of its date, and at the Closing Time, included or will include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the representations and

warranties in this section shall not apply to statements in or omissions from the Registration Statement, Pricing Disclosure Package or Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representative expressly for use in the Registration Statement, Pricing Disclosure Package or Prospectus, as applicable (it being understood and agreed that the only such information furnished by an Underwriter consists of the information described as such in Section 6(f) hereof).

The Preliminary Prospectus and the prospectus or prospectuses filed as part of the Original Registration Statement or any amendment thereto and the Prospectus when filed complied when so filed in all material respects with the 1933 Act Regulations, the Prospectus when filed will comply when so filed in all material respects with the 1933 Act Regulations and each such prospectus delivered to the Underwriters for use in connection with this offering was, and the Prospectus when so delivered will be, identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S–T of the Commission (" **Regulation S–T** ").

Each Issuer Free Writing Prospectus (including any electronic road show), as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities or until any earlier date that the Company notified or notifies the Representative as described in Section 3(e) hereof, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representative expressly for use therein (it being understood and agreed that the only such information furnished by an Underwriter consists of the information described as such in Section 6(f) hereof).

(c) Independent Accountants . The accountants who certified the financial statements and supporting schedules included in the Registration Statement are independent public accountants with respect to the Company within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the 1933 Act. Any non-audit services provided by Deloitte & Touche LLP to the Company or any of the Subsidiary Guarantors have been approved by the Audit Committee (or the Audit Committee Chair) of the Board of Directors of the Company.

(d) Company's Accounting System . The Company maintains systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) interactive data in eXtensible Business Reporting

Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no material weaknesses in the Company's internal controls.

(e) Financial Statements . The financial statements, together with the related notes, included in the Registration Statement, Pricing Disclosure Package and the Prospectus present fairly, in all material respects, the respective financial positions of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations for the periods specified; except as otherwise stated in the Registration Statement, the Pricing Disclosure Package or the Prospectus, as applicable, said financial statements have been prepared in conformity with U.S. generally accepted accounting principles (" **GAAP** ") applied on a consistent basis; the supporting schedule included in the Registration Statement, the Pricing Disclosure Package or the Prospectus, as applicable, presents fairly, in all material respects, the information required to be stated therein; and the Company's ratio of earnings to fixed charges (actual and, if any, pro forma) included in the Prospectus and the Pricing Disclosure Package have in each case been calculated in compliance with Item 503(d) of Regulation S-K of the Commission. The selected historical financial data and summary financial information, if any, included in each of the Prospectus and the Pricing Disclosure Package present fairly, in all material respects, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement. Except as set forth in the Pricing Disclosure Package and the Prospectus, respectively, the historical consolidated financial statements together with the notes thereto forming part of the Pricing Disclosure Package and the Prospectus comply as to form in all material respects with the requirements applicable to financial statements of the Company required to be included in registration statements on Form S-3 under the 1933 Act. The statistical and market-related data and forward-looking statements contained in the Pricing Disclosure Package and the Prospectus are based upon good faith estimates and assumptions believed by the Company and the Subsidiary Guarantors to be reasonable at the time made. All disclosures contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G under the 1934 Act and Item 10 of Regulation S-K of the Commission. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(f) Compliance with Sarbanes-Oxley . The Company and, to the knowledge of the Company, its officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the " **Sarbanes-Oxley Act** ," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(g) No Material Adverse Change . Since the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto), except as otherwise stated therein, (i) there has been no material adverse change in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a " **Material Adverse Effect** "), (ii) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of

business, which are material with respect to the Company and its subsidiaries considered as one enterprise and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(h) Good Standing of the Company and its Subsidiaries . The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware with corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. Each subsidiary of the Company is duly organized and validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership, leasing or operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not result in a Material Adverse Effect, and each has full power and authority to own, lease and operate its properties and assets and conduct its business as described in the Pricing Disclosure Package and the Prospectus; all of the issued and outstanding shares of capital stock or other ownership interests of each of the Company's subsidiaries have been duly authorized and are fully paid and nonassessable and, except as otherwise set forth in the Pricing Disclosure Package and the Prospectus (including the equity interests in the Company's subsidiaries that have been pledged to lenders under the secured indebtedness of the Company or its subsidiaries, as applicable, disclosed in the Pricing Disclosure Package and the Prospectus), such shares or ownership interests held by the Company are owned beneficially by the Company free and clear of any security interests, liens, encumbrances, equities or claims.

(i) Disclosure Controls and Procedures . The Company has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 under the 1934 Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to material weaknesses.

(j) Capitalization . The authorized, issued and outstanding capital stock of the Company is as set forth in each of the Pricing Disclosure Package and the Prospectus (except for subsequent issuances or purchases, if any, pursuant to this Agreement or pursuant to reservations, agreements, employee benefit plans, the exercise of convertible securities or the Company's stock repurchase program referred to in each of the Pricing Disclosure Package and the Prospectus); and the shares of issued and outstanding common stock have been duly authorized and validly issued and are fully paid and non-assessable.

(k) Permits. Except where any such failure to do so would not have a Material Adverse Effect, each of the Company and its subsidiaries has all requisite corporate, limited liability company or partnership power and authority, and all necessary authorizations, approvals, consents, orders, licenses, certificates and permits of and from all governmental or regulatory bodies or any other person or entity, including any and all licenses, permits and approvals required under any foreign, federal, state or local law (including the Nevada Gaming Control Act, the New Jersey Casino Control Act, the Michigan Gaming Control and Revenue Act, the Illinois Riverboat Gambling Act and the Mississippi Gaming Control Act and the rules and regulations thereunder and any similar laws and regulations governing any aspect of legalized gaming in any foreign, federal, state or local jurisdiction (collectively, the " **Gaming Laws** ")), to own, lease and license its assets and properties and to conduct its business, but only to the extent the same are currently conducted and operated as described in each of the Pricing Disclosure Package and the Prospectus. The Company and each of its subsidiaries has fulfilled and performed in all material respects all of their respective obligations with respect to such authorizations, approvals, consents, orders, licenses, certificates and permits, and neither the Company nor any subsidiary is in violation of any term or provision of any such authorizations, approvals, consents, orders, licenses, certificates or permits, nor has any event occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or which could result in any material impairment of the rights of the holder thereof. To the knowledge of the Company and its subsidiaries, no (A) governmental or regulatory body is considering modifying, limiting, conditioning, suspending, revoking or not renewing any such authorizations, approvals, consents, orders, licenses, certificates or permits of the Company or any of its subsidiaries (other than immaterial modifications, limitations and conditions arising in connection with licensing) and (B) governmental or regulatory bodies are actively investigating the Company or any of its subsidiaries or related parties (other than normal oversight reviews by such bodies incident to the licensure, gaming activities and casino management activities of the Company and its subsidiaries).

(l) Non-Contravention. Neither the Company nor any of its subsidiaries is (i) in violation of its charter, bylaws, partnership agreement or limited liability company agreement, as applicable, or (ii) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject except in the case of clause (ii) for any violation or default which, individually or in the aggregate, would not have a Material Adverse Effect; and the execution, delivery and performance by the Company and each of the Subsidiary Guarantors of this Agreement, the Indenture, the Notes and the Subsidiary Guarantees and the consummation of the transactions contemplated herein and therein and compliance by the Company and the Subsidiary Guarantors with their respective obligations hereunder and thereunder have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of (other than as expressly contemplated thereby) any lien, charge or encumbrance (in each case, other than Liens permitted under the Indenture) upon any property or assets of the Company or any of its subsidiaries pursuant to, any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject, except for such conflicts, breaches or defaults which, individually or in the aggregate, would not have a Material Adverse Effect, nor will such action result in any violation of (i) the provisions of the charter, bylaws, partnership agreement or limited liability company agreement, as applicable, of the Company or any of its subsidiaries or (ii) any applicable law, administrative regulation or administrative or court decree, except in the case of clause (ii) for any violation that would not have a Material Adverse Effect.

(m) Absence of Labor Dispute . Except as disclosed in each of the Pricing Disclosure Package and the Prospectus, no labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of its or any of its subsidiaries' principal suppliers, manufacturers or contractors, which, in either case, may reasonably be expected to result in a Material Adverse Effect. None of the Company or its subsidiaries has violated (i) any federal, state or local law or foreign law relating to discrimination in hiring, promotion or pay of employees, (ii) any applicable wage or hour laws or (iii) any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations thereunder (" **ERISA** "), which in any such event could be reasonably expected to have a Material Adverse Effect.

(n) ERISA Compliance . The Company and its subsidiaries and any "employee benefit plan" (as defined under ERISA) established or maintained by the Company or any of its subsidiaries are in compliance with ERISA, except where failure to comply could not reasonably be expected to have a Material Adverse Effect.

(o) Absence of Proceedings . There is no action, suit or proceeding, before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries which has not been disclosed in each of the Pricing Disclosure Package and the Prospectus and could reasonably be expected to result in a Material Adverse Effect, could reasonably be expected to materially and adversely affect the properties or assets of the Company and its subsidiaries considered as one enterprise or which could reasonably be expected to materially and adversely affect the consummation of the transactions contemplated by this Agreement; the aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their respective property or assets is the subject which are not described in each of the Pricing Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business, would not, considered in the aggregate, if adversely determined reasonably be expected to result in a Material Adverse Effect; and there are no contracts or documents of the Company or any of its subsidiaries which are required to be filed as exhibits to the Registration Statement or otherwise included by the 1933 Act or the 1933 Act Regulations which have not been filed or included in each of the Pricing Disclosure Package and the Prospectus, which could, through breach, termination or by execution of their terms, reasonably be expected to result in a Material Adverse Effect.

(p) Possession of Intellectual Property . The Company and its subsidiaries own, have incidental rights to or possess the right to use to the extent necessary in their businesses, or can acquire on reasonable terms, the patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, " **proprietary rights** ") presently employed by them in connection with the business now operated by them, except where the failure to own or possess or have the ability to acquire such intellectual property would not, individually or in the aggregate, have a Material Adverse Effect, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any proprietary rights, or of any facts which would render any proprietary rights invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, individually or in the aggregate, would result in a Material Adverse Effect.

(q) Title to Properties . Except as disclosed in each of the Pricing Disclosure Package and the Prospectus (including liens granted in favor of lenders under the secured indebtedness of the Company or its subsidiaries, as applicable, disclosed in the Pricing Disclosure Package and the Prospectus), each of the Company and its subsidiaries has good title to all the properties and assets reflected as owned on the consolidated balance sheets contained in the financial statements referred to in Section 1(e) hereof or elsewhere in each of the Pricing Disclosure Package and the Prospectus, in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except such as do not materially and adversely affect the value of the Company and its subsidiaries considered as one enterprise and do not materially interfere with the use made or proposed to be made of such property by the Company or such subsidiary, where such interference would materially and adversely affect the Company and its subsidiaries considered as one enterprise. The real property, improvements, equipment and personal property held under lease by the Company or any of its subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary, except where such interference would not materially and adversely affect the Company and its subsidiaries considered as one enterprise.

(r) Compliance with Hazardous Materials Laws . To the knowledge of the Company, no condition exists that violates any Hazardous Material Law applicable to any of the real property of the Company, except for such violations that would not result in a Material Adverse Effect. For purposes hereof, a " **Hazardous Material Law** " shall mean a law, rule or regulation governing the treatment, transportation or disposal of substances defined as "hazardous substances" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., or as "hazardous", "toxic" or "pollutant" substances or as "solid waste" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or as "friable asbestos" pursuant to the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.

(s) No Authorization . No authorization, approval or consent of any court or governmental authority or agency is necessary in connection with the offering, issuance or sale of the Notes or the execution of the Subsidiary Guarantees, other than as required under Gaming Laws and which have been obtained, except to the extent disclosed in each of the Pricing Disclosure Package and the Prospectus with respect to the receipt of the Illinois Approvals (as defined herein) relating to Elgin Sub (as defined herein), the New Jersey Approval (as defined herein) relating to MDDC (as defined herein), upon which the issuance of the Subsidiary Guarantee of MDDHC (as defined herein) is conditioned, and except such as may be required under state securities laws.

(t) Authorization of Underwriting Agreement . This Agreement has been duly authorized, executed and delivered by the Company and the Subsidiary Guarantors.

(u) Authorization of the Indenture and the Supplemental Indenture . The Indenture has been duly qualified under the Trust Indenture Act of 1939 (" **Trust Indenture Act** "). Each of the Base Indenture and the Sixth Supplemental Indenture (including the Subsidiary Guarantees provided for therein) has been duly authorized by the Company and the Subsidiary Guarantors and, (I) the Base Indenture has been duly executed and delivered and (II) at the Closing Time, the

Sixth Supplemental Indenture will have been duly executed and delivered, in each case, by the Company and the Subsidiary Guarantors and the Base Indenture constitutes, and at the Closing Time, the Sixth Supplemental Indenture will constitute, a valid and binding agreement of the Company and the Subsidiary Guarantors, enforceable against them in accordance with its terms, except as the enforcement thereof may be limited by (i) bankruptcy, insolvency (including without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) with respect to rights of indemnification or contribution, federal or state securities laws or principles of public policy.

(v) Authorization of the Securities. The Notes and the Subsidiary Guarantees have been duly authorized by the Company and the Subsidiary Guarantors, respectively, and, at the Closing Time, will have been duly executed by the Company and the Subsidiary Guarantors, respectively, and, when authenticated, issued, executed and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company and the Subsidiary Guarantors, respectively, enforceable against them in accordance with their terms, except in each case as the enforcement thereof may be limited (i) by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally, (ii) by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) with respect to rights of indemnification or contribution, federal or state securities laws or principles of public policy.

(w) Authority of the Company. The Company has all requisite corporate power and authority to enter into this Agreement, the Indenture and the Notes and to carry out the provisions and conditions hereof and thereof.

(x) Authority of the Subsidiary Guarantors. Each Subsidiary Guarantor has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and the Indenture (including the Guarantees provided for therein) and to carry out the provisions and conditions hereof and thereof.

(y) Description of Certain Operative Agreements. The Securities and the Indenture will conform in all material respects to the respective statements relating thereto contained in each of the Pricing Disclosure Package and the Prospectus.

(z) Senior Indebtedness. The Securities constitute "senior indebtedness" as such term is defined in any indenture or agreements governing any outstanding subordinated indebtedness of the Company.

(aa) Incorporated Documents. The documents filed or to be filed pursuant to the 1934 Act or the 1934 Act Regulations and incorporated or deemed to be incorporated by reference in each of the Pricing Disclosure Package and the Prospectus at the time they were filed, or hereafter are filed, with the Commission complied and will comply in all material respects with the requirements of the 1934 Act and the 1934 Act Regulations.

(bb) Investment Company Act. Neither the Company nor any Subsidiary Guarantor is nor upon the issuance and sale of the Notes and the issuance of the Guarantees as herein contemplated and the application of the net proceeds therefrom as described in each of the Pricing Disclosure Package and the Prospectus will be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(cc) No Price Stabilization or Manipulation. The Company has not taken and will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(dd) Regulations T, U, X. Neither the Company nor any subsidiary nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(ee) Reporting Company. The Company is subject to the reporting requirements of Section 13 or Section 15(d) of the 1934 Act.

(ff) Insurance. Each of the Company and its subsidiaries maintains insurance with carriers against such risks and in such amounts with such deductibles determined to be prudent in the reasonable judgment of the Company and consistent with the past practices of the Company. The Company has no reason to believe that it or any of its subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect.

(gg) Tax Law Compliance. Each of the Company and its subsidiaries has filed all federal, and all state and foreign tax returns required to filed by it and has paid all taxes (including in its capacity as withholding agent) required to be paid by it and, if due and payable, any material related or similar assessment, fine or penalty levied against any of them except as in each case would not individually and in the aggregate cause a Material Adverse Effect, or as may be being contested in good faith and by appropriate proceedings if adequate reserves have been made for such taxes and any related assessment, fine or penalty in accordance with GAAP. The Company has made adequate charges, accruals and reserves pursuant to the Financial Accounting Standards Board ASC 740 in the applicable financial statements referred to in Section 1(e) hereof in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its consolidated subsidiaries has not been finally determined.

(hh) Solvency. Giving effect to the sale and issuance of the Securities, at the Closing Time, the Company and its subsidiaries, considered as a single integrated financial enterprise, are Solvent. As used herein, the term “Solvent” means, as to any person, that (a) the sum of the assets of such person, both at a fair valuation and at a present fair saleable value, exceeds its liabilities, including its probable liability in respect of contingent liabilities, (b) such person will have sufficient capital with which to conduct its business as presently conducted and as proposed to be conducted and (c) such person has not incurred debts, and does not intend to incur debts, beyond its ability to pay such debts as they mature.

(ii) No Unlawful Contributions or Other Payments. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Subsidiary Guarantors, any director, officer, employee or agent of the Company or any of its subsidiaries, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law, the violation of which would be of the character necessary to be disclosed in each of the Pricing Disclosure Package and the Prospectus in order to make the statements therein not misleading.

(jj) No Conflict with Money Laundering Laws. The operations of the Company and each of its subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act (31 U.S.C. 1051 et seq.), as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act) Act of 2001 (Public Law 107-56), the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the " **Anti-Money Laundering Laws** ") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the Company's and the Subsidiary Guarantors' knowledge, threatened, the adverse determination of which would be of the character necessary to be disclosed in each of the Pricing Disclosure Package and the Prospectus in order to make the statements therein not misleading.

(kk) No Conflicts with Sanctions Laws. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent or employee of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (" **OFAC** "), the United Nations Security Council or other applicable sanctions authority having jurisdiction over the Company (collectively, " **Sanctions** ") nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the target of comprehensive Sanctions (as of the date hereof, Crimea, Cuba, Iran, North Korea and Syria (each, a " **Sanctioned Country** ")); and the Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) for the purpose of financing the activities of any person currently subject to any Sanctions administered by OFAC, the United Nations Security Council or other applicable sanctions authority having jurisdiction over the Company, (ii) to fund or facilitate activities of a business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as an underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not engaged in and are not now engaged in any dealings or transactions with any person that, to the knowledge of the Company, at the time of the dealing or transaction was, the subject or the target of Sanctions or with any country that is the target of any U.S. sanctions.

(ll) Issuer Free Writing Prospectus. The Company and its agents and representatives have not prepared, made, used, authorized, approved or distributed any Issuer Free Writing Prospectus other than any electronic road show or other written communications, in each case used in accordance with Section 3(a) hereof. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Pricing Disclosure Package, did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from each such Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by the Representative expressly for use in any Issuer Free Writing Prospectus (it being understood and agreed that the only such information furnished by an Underwriter consists of the information described in Section 6(f)).

(mm) Foreign Corrupt Practices Act. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and the Subsidiary Guarantors, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or other applicable anti-bribery statute, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or other applicable anti-bribery statute the violation of which would be of the character necessary to be disclosed in each of the Pricing Disclosure Package and the Prospectus in order to make the statements therein not misleading; and the Company, its subsidiaries and, to the knowledge of the Company and the Subsidiary Guarantors, its controlled affiliates have conducted their businesses in compliance in all material respects with the FCPA and other applicable anti-bribery statutes and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

" **FCPA** " means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(nn) Cyber Security; Data Protection. (A) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, " **IT Systems** ") are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the subsidiaries as currently conducted, and, to the knowledge of the Company, are free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (B) the Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (" **Personal Data** ")) used in connection with their businesses, and, to the knowledge of the Company, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any material incidents under internal review or investigations relating to the same; and (C) except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

SECTION 2. **Sale and Delivery to Underwriters; Closing** .

(a) Notes . On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company, at the price set forth in Schedule B , the aggregate principal amount of the Notes set forth in Schedule A opposite the name of such Underwriter plus any additional principal amount of Notes which such Underwriter may become obligated to purchase pursuant to the provisions of Section 9 hereof, and the Subsidiary Guarantors agree to execute and deliver the Indenture containing the Subsidiary Guarantees of such Notes.

(b) Payment . Payment of the purchase price for, and delivery of certificates for, the Notes shall be made at the office of Cahill, Gordon & Reindel LLP or at such other place as shall be agreed upon by the Representative and the Company, at 9:00 A.M. (New York time) on June 18, 2018 (unless postponed in accordance with the provisions of Section 9), or such other time not later than ten business days after such date as shall be agreed upon by the Representative and the Company (such time and date of payment and delivery being herein called the " **Closing Time** ").

Payment shall be made to the Company by wire transfer to an account or sub-account designated by the Company prior to the Closing Time, against delivery to the Representative for the respective accounts of the Underwriters of certificates for the Securities, to be purchased by them. It is understood that each Underwriter has authorized the Representative, for their respective accounts, to accept delivery of, receipt for, and make payment of the purchase price for, the Securities, which it has agreed to purchase. Citigroup Global Markets Inc., individually and not as representative of the Underwriters, may make payment of the purchase price for the Securities, to be purchased by any Underwriter whose funds have not been received by the Closing Time but such payment shall not relieve such Underwriter from its obligations hereunder.

(c) Denominations; Registration . Global certificates representing the Notes, shall be delivered to DTC. Interests in the Notes will be represented by book entries on the records of DTC as the Representative may request not less than two full business days in advance of the Closing Time. The Company agrees to have the global certificates, if any, available for inspection by the Representative in New York, New York, not later than 4:00 P.M. (New York time) on the business day prior to the Closing Time.

SECTION 3. **Covenants of the Company** .

The Company and each of the Subsidiary Guarantors, jointly and severally, covenant with each Underwriter as follows:

(a) Effectiveness . The Company will comply with the requirements of Rule 430B, including without limitation filing a prospectus including the information omitted from the Preliminary Prospectus in reliance on paragraph (a) or (b) of Rule 430B (" **Rule 430B Information** "), and will notify the Representative immediately, and confirm the notice in writing, (i) of the effectiveness of any post–effective amendment to the Registration Statement and any amendment thereto, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or otherwise deemed to be a part thereof or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose or of any examination pursuant to Section 8(e) of the 1933 Act concerning the Registration Statement, (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities and (vi) if the Company receives any notice, including pursuant to Rule 401(g)(2) of the 1933 Act Regulations, objecting to the use of the automatic shelf registration statement form. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the

lifting thereof at the earliest possible moment. The Company will effect the filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company shall pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) (i) of the 1933 Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations.

(b) Amendments . The Company will give the Representative prompt notice of its intention to file or prepare any post-effective amendment to the Registration Statement or any amendment or supplement to the Preliminary Prospectus or any prospectus included in the Original Registration Statement or amendment thereto at the time it became effective or to the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, will furnish the Representative with copies of any such amendment or supplement a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file any such amendment or supplement or use any such Prospectus to which the Representative or counsel for the Underwriters shall reasonably object.

(c) Delivery of Registration Statement . The Company will deliver to the Representative as many signed copies of the Original Registration Statement and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein or otherwise deemed to be a part thereof) as the Representative may reasonably request and will also deliver to the Representative a conformed copy of the Original Registration Statement and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Original Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S–T.

(d) Prospectus; Delivery of Prospectus . As promptly as practicable following the Applicable Time and in any event not later than the second business day following the date hereof, the Company will prepare and deliver to the Underwriters the Prospectus, which shall consist of the Preliminary Prospectus as modified only by the information contained in the Pricing Supplement. The Company will, during the period prior to the completion of the resale of the Securities by the Underwriters, furnish to each Underwriter, without charge, such number of copies of the Pricing Disclosure Package and the Prospectus and any amendments and supplements thereto and documents incorporated by reference therein as such Underwriter may reasonably request. Before using or distributing any Issuer Free Writing Prospectus, the Company will furnish to the Representative a copy of such written communication for review and will not use or distribute any such written communication to which the Representative reasonably objects. In addition, the Company will furnish to each Underwriter, from time to time during the period when the Prospectus is required to be delivered under the 1933 Act or the 1934 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request for the purposes contemplated by the 1933 Act or the 1934 Act or the respective applicable rules and regulations of the Commission thereunder. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S–T.

(e) Notice and Effect of Material Events . The Company will immediately notify the Representative and confirm such notice in writing, of prior to the completion of the placement of the Securities by the Underwriters as evidenced by a notice from the Representative to the Company, any material changes in or affecting the condition, financial or otherwise, or the results of operations, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise which (i)

make any statement in the Pricing Disclosure Package or the Prospectus false or misleading in any material respect or (ii) if not disclosed in the Pricing Disclosure Package or the Prospectus would constitute a material omission therefrom. The Company will comply with the 1933 Act and the 1933 Act Regulations and the 1934 Act and the 1934 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of the Company, its counsel, the Representative or counsel for the Underwriters, to amend the Registration Statement or amend or supplement the Prospectus in order that the Prospectus will not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or to file a new registration statement or amend or supplement the Prospectus or Pricing Disclosure Package in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, such new registration statement or the Prospectus comply with such requirements, and the Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any prospectus supplement relating to the Securities or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Company will promptly notify the Representative and, subject to Sections 3(j) and 3(k), will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(f) Qualification of Securities for Offer and Sale . The Company will endeavor, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative may designate; provided, however, that the Company shall not be obligated to qualify as a foreign corporation in any jurisdiction in which it is not so qualified. In each jurisdiction in which the Securities have been so qualified, the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect for a period of not less than one year from the Applicable Time.

(g) Use of Proceeds . The Company will use the net proceeds received by it from the sale of the Notes in conformity with the uses set forth in each of the Pricing Disclosure Package and the Prospectus.

(h) Reporting Requirements . The Company, prior to the completion of the placement of the Securities by the Underwriters with the purchasers, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement as defined in Rule 158 for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(i) Rating of Securities . The Company shall take all reasonable action necessary to enable S&P Global Ratings (" **S&P** ") and Moody's Investors Service Inc. (" **Moody's** ") to provide their respective credit ratings of the Notes.

(j) Illinois Approvals . From and after the date of this Agreement, the Company and MGM Elgin Sub, Inc., a Nevada corporation (" **Elgin Sub** "), shall, as applicable, use their commercially reasonable efforts to, as promptly as reasonably practicable, apply for and obtain the approval of the Illinois Gaming Board for Elgin Sub, to become a Subsidiary Guarantor and guarantee the Notes (the " **Illinois Approvals** ").

(k) New Jersey Approval . From and after the date of this Agreement, the Company and Marina District Development Company, LLC, a New Jersey limited liability company (" **MDDC** "), shall use their commercially reasonable efforts to, as promptly as reasonably practicable, apply for and obtain the approval of the New Jersey Division of Gaming Enforcement for MDDC to become a Subsidiary Guarantor and guarantee the Notes (the " **New Jersey Approval** "). Upon receipt of the New Jersey Approval in respect of MDDC, the Company and MDDHC shall also take the actions required to become a Subsidiary Guarantor and guarantee the Notes pursuant to the Indenture.

(l) Issuer Free Writing Prospectuses . The Company represents and agrees that, unless it obtains the prior consent of the Representative, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a free writing prospectus required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representative is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus, the Company has promptly notified or will promptly notify the Underwriters and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict.

(m) FINRA . There has been no objection to the underwriting and other terms and arrangements related to the offering of the Securities.

(n) Clear Market . Without the prior written consent of the Representative, the Company and its subsidiaries will not, during the period starting on the date hereof and ending on the Closing Time, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any debt securities of the Company or any subsidiary similar to the notes or securities exchangeable or convertible into debt securities similar to the Notes (other than as contemplated by this Agreement).

The Representative on behalf of the several Underwriters, may, in its sole discretion, waive in writing the performance by the Company or any Subsidiary Guarantor of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. **Payment of Expenses** .

(a) Expenses . The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement, the Pricing Disclosure Package and the Prospectus (including financial statements and any schedules or exhibits and any document incorporated therein by reference) and of each amendment or supplement thereto, (ii) the preparation, printing and delivery of this Agreement and the Indenture, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(f) hereof, including filing fees and the fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of a Blue Sky Survey, if any, (vi) the printing and delivery to the Underwriters of copies of the Registration Statement, the Pricing Disclosure Package and the Prospectus and any amendments or supplements thereto and of each amendment thereto, (vii) the printing and delivery to the Underwriters of copies of a Blue Sky Survey, (viii) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Notes, (ix) any fees payable in connection with the rating of the Notes, (x) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Underwriters and (xi) all fees and expenses (including reasonable fees and expenses of counsel) of the Company and the Subsidiary Guarantors in connection with approval of the Securities by DTC for book-entry transfer, and the performance by the Company and the Subsidiary Guarantors of their respective other obligations under this Agreement.

(b) Termination of Agreement . If this Agreement is terminated by the Representative in accordance with the provisions of Section 5(h) or Section 8(a) hereof, the Company shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. **Conditions of Underwriters' Obligations.** The obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company and the Subsidiary Guarantors herein contained, to the performance by the Company and the Subsidiary Guarantors of their obligations hereunder, and to the following further conditions:

(a) Effectiveness of Registration Statement . The Registration Statement has become effective and no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission or pursuant to Rule 401(g)(2) or Section 8A under the 1933 Act, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time period required by Rule 424(b) without reliance on Rule 424(b)(8) (or a post–effective amendment providing such information shall have been filed and become effective in accordance with the requirements of Rule 430B). The Company shall have paid the required Commission filing fees relating to the Securities within the time period required by Rule 456(b)(1)(i) of the 1933 Act Regulations and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(b) Opinions of Counsel. At the Closing Time, the Underwriters shall have received:

(1) The favorable opinion, dated as of the Closing Time, of Milbank, Tweed, Hadley & McCloy LLP, counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit A hereto.

(2) The favorable opinion, dated as of the Closing Time, of Brownstein Hyatt Farber Schreck, LLP Nevada counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit B hereto.

(3) The favorable opinion, dated as of the Closing Time, of Fox Rothschild LLP, New Jersey counsel for the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit C hereto.

(4) The favorable opinion of Dickinson Wright PLLC, Michigan counsel to the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit D hereto.

(5) The favorable opinion of Butler Snow LLP, Mississippi counsel to the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit E hereto.

(6) The favorable opinion, dated as of the Closing Time, of Cahill Gordon & Reindel LLP , counsel for the Underwriters, and covering the matters described in Exhibit F hereto.

(7) The favorable opinion, dated as of the Closing Time, of Taft Stettinius & Hollister LLP, Illinois counsel to the Company, in form and substance satisfactory to counsel for the Underwriters, and covering the matters described in Exhibit G hereto.

In giving their opinions required by subsections (b)(1) and (b)(6), respectively, of this Section, Milbank, Tweed, Hadley & McCloy LLP and Cahill Gordon & Reindel LLP shall each additionally state that nothing has come to their attention that would lead them to believe that (except for financial statements and schedules and other financial or statistical data included or incorporated by reference therein and that part of the Registration Statement which constitutes the Trustee's Statement of Eligibility and Qualification under the 1939 Act (Form T–1), as to which counsel need make no statement) (i) the Registration Statement, at the time it became effective (including the information, if any, deemed pursuant to Rule 430A, 430B or 430C to be part of the Registration Statement at the time of effectiveness), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Pricing Disclosure Package, at the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) the Prospectus, as of its date or as of the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Officers' Certificate . Subsequent to the execution and delivery of this Agreement and prior to the Closing Time, there shall not have been any material adverse change in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business, and the Representative shall have received a certificate of the president or a vice president of the Company and of the secretary or the assistant secretary of the Company, dated as of the Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1 hereof were true and correct at the Applicable Time and are true and correct on and as of the Closing Time with the same force and effect as though expressly made at and as of the Closing Time, (iii)

except to the extent disclosed in each of the Pricing Disclosure Package and the Prospectus with respect to the Illinois Approvals relating to Elgin Sub and the New Jersey Approval relating to MDDC (and MDDHC in connection therewith), all authorizations, approval or consents under the Gaming Laws necessary in connection with the offering, issuance and sale of the Notes and the execution of the Subsidiary Guarantees have been obtained, (iv) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time and (v) no stop order suspending the effectiveness of the Registration Statement or notice under Rule 401(g)(2) that would prevent its use has been issued and no proceedings for that purpose or pursuant to Section 8A under the 1933 Act have been initiated or threatened by the Commission.

(d) Accountants' Comfort Letter . The Underwriters shall have received from Deloitte & Touche LLP, independent public accountants, a letter dated the date hereof, in form and substance satisfactory to the Representative, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial information contained in the Preliminary Prospectus and the Pricing Supplement.

(e) Bring-down Comfort Letter . At the Closing Time, the Representative shall have received from Deloitte & Touche LLP, independent public accountants, a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (d) of this Section, except that (i) procedures shall be brought down to a date not more than five days prior to the Closing Time and (ii) it shall cover the financial information in the Prospectus and any amendment or supplement thereto (and shall make the statements made in the letter furnished pursuant to subsection (c) of this Section with respect to any such amendment or supplement (including any periodic or current report filed with the Commission after the date hereof and prior to the Closing Time)).

(f) Maintenance of Rating . As of the Closing Time, the corporate family rating of the Company by Moody's and the corporate credit rating of the Company by S&P shall be at least Caa1 and CCC+. In addition, as of the Closing Time, the Company shall have delivered to the Representative a letter, dated as of the Closing Time, from each such rating agency, or other evidence satisfactory to the Representative, confirming that the Company has such ratings; and, subsequent to the execution and delivery of this Agreement and prior to the Closing Time, there shall not have occurred a downgrading in the rating assigned to any of the Company's other debt securities by any nationally recognized securities rating agency.

(g) Additional Documents . At the Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated and related proceedings, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Representative and counsel for the Underwriters.

(h) Termination of Agreement . If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, may be terminated by the Representative by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Sections 4, 6 and 8 hereof.

(i) Mississippi Gaming Commission Shelf Approval . The Mississippi Gaming Commission shall not have suspended, withdrawn, issued an interlocutory stop order or otherwise terminated (i) the three year exemption effective June 23, 2015 with respect to the Company and certain of its subsidiaries

from the requirement to obtain prior approval of continuous public offerings and/or private placements and (ii) the three year approval effective June 23, 2015 permitting encumbrance of the equity securities of the Company or its subsidiaries.

(j) Nevada Gaming Commission Shelf Approval . Neither the Nevada Gaming Commission nor the Nevada State Gaming Control Board shall have suspended, withdrawn, issued an interlocutory stop order or otherwise terminated the three-year approval granted on July 27, 2017 allowing for continuous or delayed public offerings by the Company and Mandalay Resort Group or any of their affiliated companies, wholly-owned by any of them, which is or would become a publicly traded company as a result of such offering and the related approvals to place restrictions upon the transfer of the equity securities of the Company's affiliates (including the its subsidiaries).

SECTION 6. **Indemnification** .

(a) Indemnification of Underwriters . The Company and the Subsidiary Guarantors, jointly and severally, agree to indemnify and hold harmless (i) each Underwriter, (ii) each person, if any, who controls any Underwriter within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act and (iii) the respective officers, directors, partners, employees, representatives, affiliates and agents of any Underwriter or person referenced in clause (ii) from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim, which expenses shall be paid as incurred) arising out of or based upon (x) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof (including any information deemed to be a part thereof pursuant to Rule 430B or Rule 430C of the 1933 Act Regulations) or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading or (y) or any untrue statement or alleged untrue statement of a material fact contained in any Issuer Free Writing Prospectus, any preliminary prospectus (including the Preliminary Prospectus), the Pricing Disclosure Package or the Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except, in each case, insofar as such losses, claims, damages or liabilities arise out of or based upon any such untrue statement or omission or alleged untrue statement or omission in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use therein (it being understood and agreed that the only such information furnished by an Underwriter consists of the information described in Section 6(f)).

(b) Indemnification of Company and the Subsidiary Guarantors . Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless (i) the Company, its directors, its officers who signed the Registration Statement and each Subsidiary Guarantor and each of the Subsidiary Guarantor's directors and officers who signed the Registration Statement and (ii) each person, if any, who controls the Company and any Subsidiary Guarantor within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act and (iii) the respective officers, directors, partners, employees, representatives, affiliates and agents of the Company, and Subsidiary Guarantor or person reference in clause (ii) to the same extent as the foregoing indemnity in Section 6(a) from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus (including the Preliminary Prospectus), the Pricing Disclosure Package or the Prospectus or any amendments or supplements thereto (it being understood and agreed that the only such information furnished by an Underwriter consists of the information described as such in Section 6(f)).

(c) Indemnification Procedures. In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either Section 6(a) or 6(b), such person (the "Indemnified Party") shall promptly notify the person from whom such indemnity may be sought (the "Indemnifying Party") in writing (provided that failure to so notify an indemnifying party shall not relieve such Indemnifying Party from any liability under Section 6(a) or 6(b) to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement) and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Indemnifying Party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed in writing to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or different legal defenses available to them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representative, in the case of parties indemnified pursuant to Section 6(a) above, and by the Company, in the case of parties indemnified pursuant to Section 6(b) above. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated by the first and second sentences of this paragraph, the Indemnifying Party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 90 days after receipt by such Indemnifying Party of the aforesaid request and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) Contribution. To the extent the indemnification provided for in Section 6(a) or 6(b) is unavailable to an Indemnified Party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnified Party under such paragraph, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Subsidiary Guarantors on the one hand and the Underwriters on the other hand from the offering of the Notes, or (ii) if the allocation provided by Section 6(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only

the relative benefits referred to in Section 6(d)(i) above but also the relative fault of the Company and the Subsidiary Guarantors on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Subsidiary Guarantors on the one hand and the Underwriters on the other hand in connection with the offering of the Notes shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Notes (before deducting expenses) received by the Company and the total underwriting discounts or commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Price to Public of the Notes. The relative fault of the Company and the Subsidiary Guarantors on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Subsidiary Guarantors or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 6 are several in proportion to the respective principal amounts of Notes they have purchased hereunder, and not joint.

(e) The Company, the Subsidiary Guarantors and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 6 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 6(d). The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6, no Underwriter shall be required to contribute any amount in excess of the amount by which the underwriting discounts or commissions applicable to the Notes underwritten by it and distributed to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not liable for any such fraudulent misrepresentation. The remedies provided for in this Section 6 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Party at law or in equity. The obligations of the Underwriters to contribute pursuant to this Section 6 are several in proportion to their respective purchase obligations hereunder, and not joint.

(f) It is understood and agreed that the only information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: paragraph three (first sentence only), paragraph eight (third sentence only) and paragraph nine (first, second and third sentences only) under the caption "Underwriting".

SECTION 7. **Representations, Warranties and Agreements to Survive Delivery**. All representations, warranties and agreements, including indemnity and contribution provisions, contained in this Agreement, or contained in certificates of officers of the Company and the Subsidiary Guarantors submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive the termination of this Agreement and the delivery of the Securities to the Underwriters.

SECTION 8. **Termination of Agreement**.

(a) Termination; General. This Agreement shall be subject to termination by notice given by the Representative to the Company, if (a) after the execution and delivery of this Agreement and prior to the Closing Time (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, NYSE Amex Equities or the Financial Industry Regulatory Authority, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over the counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities, (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the Representative, is material and adverse or (v) there has been, since the Applicable Time or since the respective dates as of which information is given in the Prospectus or the Pricing Disclosure Package, any material adverse change in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business and (b) in the case of any of the events specified in Sections 8(a)(i) through 8(a)(iv), such event, singly or together with any other such event, makes it, in the sole judgment of the Representative, impracticable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(b) Liabilities. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof. Notwithstanding any such termination, the provisions of Section 6 shall remain in effect.

SECTION 9. **Default by One or More of the Underwriters**. If one or more of the Underwriters shall fail at the Closing Time to purchase the Securities which it or they are obligated to purchase under this Agreement (the " **Defaulted Securities** "), the Representative shall have the right, within 48 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other Underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representative shall not have completed such arrangements within such 48-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the Notes, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(b) if the number of Defaulted Securities exceeds 10% of the Notes, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default. In the event of any such default which does not result in a termination of this Agreement, either the Representative or the Company shall have the right to postpone the Closing Time, for a period not exceeding seven days in order to effect any required changes in the Registration Statement or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section.

SECTION 10. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to the Representative c/o Citigroup Global Markets Inc., with a copy to Cahill Gordon & Reindel LLP, 80 Pine Street, New York, NY 10005, attention of James J. Clark, and notices to the Company shall be directed to it at 3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109, attention of John M. McManus, Executive Vice President, General Counsel and Secretary, with a copy to Milbank, Tweed, Hadley & McCloy, One Chase Manhattan Plaza, New York, NY 10005, attention of Rod Miller.

SECTION 11. **Parties**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons, officers and directors referred to in Section 6 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors, and said controlling persons, officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Notes from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 12. **Governing Law and Time**. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said State. Specified times of day refer to New York City time unless otherwise expressly provided herein.

SECTION 13. **Effect of Headings**. The Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 14. **No Fiduciary Responsibility**. Each of the Company and the Subsidiary Guarantors acknowledges and agrees that in connection with all aspects of each transaction contemplated by this Agreement (collectively, the " **Transactions** "), the Company and the Subsidiary Guarantors and each Underwriter and any affiliate through which it may be acting (each, a " **Transaction Affiliate** ") have an arm's length business relationship that creates no fiduciary duty on the part of each Underwriter or any Transaction Affiliate and each expressly disclaims any fiduciary relationship with respect to any and all aspects of the Transactions.

SECTION 15. **Waiver of Jury Trial**. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 16. **Entire Agreement**. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the parties hereto with respect to the subject matter hereof.

SECTION 17. **Compliance with USA Patriot Act**. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of the Underwriters' respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

[signature page follows]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,

MGM RESORTS INTERNATIONAL

By: /s/ Andrew Hagopian III

Name: Andrew Hagopian III

Title: Chief Corporate Counsel and Assistant Secretary

[Signature Page to Underwriting Agreement]

1. 550 LEASING COMPANY II, LLC, a Nevada limited liability company
2. AC HOLDING CORP., a Nevada corporation
3. AC HOLDING CORP. II, a Nevada corporation
4. ARENA LAND HOLDINGS, LLC, a Nevada limited liability company
5. ARIA RESORT & CASINO, LLC, a Nevada limited liability company
6. BEAU RIVAGE RESORTS, LLC., a Mississippi limited liability company
7. BELLAGIO, LLC, a Nevada limited liability company
8. CIRCUS CIRCUS CASINOS, INC., a Nevada corporation
9. CITYCENTER FACILITIES MANAGEMENT, LLC, a Nevada limited liability company
10. CITYCENTER REALTY CORPORATION, a Nevada corporation
11. CITYCENTER RETAIL HOLDINGS MANAGEMENT, LLC, a Nevada limited liability company
12. DESTRON, INC., a Nevada corporation
13. DIAMOND GOLD, INC., a Nevada corporation
14. GOLD STRIKE L.V., a Nevada partnership

By: M.S.E. Investments, Incorporated
Its: Partner
By: Diamond Gold, Inc.
Its: Partner

15. GRAND GARDEN ARENA MANAGEMENT, LLC, a Nevada limited liability company
16. GRAND LAUNDRY, INC., a Nevada corporation
17. LAS VEGAS ARENA MANAGEMENT, LLC, a Nevada limited liability company
18. LV CONCRETE CORP., a Nevada corporation
19. MAC, CORP., a New Jersey corporation
20. MANDALAY BAY, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

21. MANDALAY EMPLOYMENT, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

22. MANDALAY PLACE, LLC, a Nevada limited liability company
23. MANDALAY RESORT GROUP, a Nevada corporation
24. MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company
25. MARINA DISTRICT DEVELOPMENT HOLDING CO., LLC, a New Jersey limited liability company

By: MAC, Corp.
Its: Managing Member

26. METROPOLITAN MARKETING, LLC, a Nevada limited liability company
27. MGM CC, LLC, a Nevada limited liability company
28. MGM Elgin Sub, Inc., a Nevada corporation
29. MGM GRAND CONDOMINIUMS, LLC, a Nevada limited liability company

30. MGM GRAND CONDOMINIUMS II, LLC, a Nevada limited liability company
31. MGM GRAND CONDOMINIUMS III, LLC, a Nevada limited liability company
32. MGM GRAND DETROIT, INC., a Delaware corporation
33. MGM GRAND HOTEL, LLC, a Nevada limited liability company
34. MGM HOSPITALITY, LLC, a Nevada limited liability company
35. MGM INTERNATIONAL, LLC, a Nevada limited liability company
36. MGM LESSEE, LLC, a Delaware limited liability company
37. MGM PUBLIC POLICY, LLC, a Nevada limited liability company
38. MGM RESORTS ADVERTISING, INC., a Nevada corporation
39. MGM RESORTS ARENA HOLDINGS, LLC, a Nevada limited liability company
40. MGM RESORTS AVIATION CORP., a Nevada corporation
41. MGM RESORTS CORPORATE SERVICES, a Nevada corporation
42. MGM RESORTS DESIGN & DEVELOPMENT, a Nevada corporation
43. MGM RESORTS DEVELOPMENT, LLC, a Nevada limited liability company
44. MGM RESORTS FESTIVAL GROUNDS, LLC, a Nevada limited liability company
45. MGM RESORTS FESTIVAL GROUNDS II, LLC, a Nevada limited liability company
46. MGM RESORTS GLOBAL DEVELOPMENT, LLC, a Nevada limited liability company
47. MGM RESORTS INTERACTIVE, LLC, a Nevada limited liability company
48. MGM RESORTS INTERNATIONAL MARKETING, INC., a Nevada corporation
49. MGM RESORTS INTERNATIONAL OPERATIONS, INC., a Nevada corporation
50. MGM RESORTS LAND HOLDINGS, LLC, a Nevada limited liability company
51. MGM RESORTS MANUFACTURING CORP., a Nevada corporation
52. MGM RESORTS MISSISSIPPI, LLC, a Mississippi limited liability company
53. MGM RESORTS REGIONAL OPERATIONS, LLC, a Nevada limited liability company
54. MGM RESORTS RETAIL, a Nevada corporation
55. MGM RESORTS SUB 1, LLC, a Nevada limited liability company
56. MGM RESORTS SUB A, LLC, a Nevada limited liability company
57. MGM RESORTS SUB B, LLC, a Nevada limited liability company
58. MGM RESORTS VENUE MANAGEMENT, LLC, a Nevada limited liability company
59. MGM SPRINGFIELD, LLC, a Massachusetts limited liability company
60. MH, INC., a Nevada corporation
61. M.I.R. TRAVEL, a Nevada corporation
62. MIRAGE LAUNDRY SERVICES CORP., a Nevada corporation
63. MIRAGE RESORTS, LLC, a Nevada limited liability company

By: MGM Resorts International
Its: Sole Member

64. MMNY LAND COMPANY, INC., a New York corporation
65. M.S.E. INVESTMENTS, INCORPORATED, a Nevada corporation
66. NEW CASTLE, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

67. NEW YORK-NEW YORK HOTEL & CASINO, LLC, a Nevada limited liability company
68. NEW YORK-NEW YORK TOWER, LLC, a Nevada limited liability company
69. PARK DISTRICT HOLDINGS, LLC, a Nevada limited liability company
70. PARK THEATER, LLC, a Nevada limited liability company
71. PRMA, LLC, a Nevada limited liability company
72. PRMA LAND DEVELOPMENT COMPANY, a Nevada corporation

73. PROJECT CC, LLC, a Nevada limited liability company
74. RAMPARTS, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

75. SIGNATURE TOWER I, LLC, a Nevada limited liability company
76. SIGNATURE TOWER 2, LLC, a Nevada limited liability company
77. SIGNATURE TOWER 3, LLC, a Nevada limited liability company
78. THE MIRAGE CASINO-HOTEL, LLC, a Nevada limited liability company
79. THE SIGNATURE CONDOMINIUMS, LLC, a Nevada limited liability company
80. TOWER B, LLC, a Nevada limited liability company
81. TOWER C, LLC, a Nevada limited liability company
82. VDARA CONDO HOTEL, LLC, a Nevada limited liability company
83. VENDIDO, LLC, a Nevada limited liability company
84. VICTORIA PARTNERS, a Nevada partnership

By: MGM Resorts International
Its: Managing Partner

85. VIDIAD, a Nevada corporation
86. VINTAGE LAND HOLDINGS, LLC, a Nevada limited liability company
87. VINTAGE LAND HOLDINGS II, LLC, a Nevada limited liability company

[The remainder of this page is intentionally left blank. Signature on the following page.]

[Signature Page to Underwriting Agreement]

By: /s/ Andrew Hagopian III

Name: Andrew Hagopian III

Title: Assistant Secretary or Attorney-in-Fact, of each of the foregoing

[Signature Page to Underwriting Agreement]

CONFIRMED AND ACCEPTED,
as of the date first above written:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Stuart Dickson
Name: Stuart Dickson
Title: Managing Director

For itself and as Representative of the other Underwriters
named in Schedule A hereto.

[Signature Page to Underwriting Agreement]

Schedule A

Underwriters

Underwriter		Principal Amount of Notes
Citigroup Global Markets Inc.	$	150,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$	90,000,000
Barclays Capital Inc.	$	80,000,000
BNP Paribas Securities Corp.	$	80,000,000
Fifth Third Securities, Inc.	$	80,000,000
J.P. Morgan Securities LLC	$	80,000,000
SMBC Nikko Securities America, Inc.	$	80,000,000
Citizens Capital Markets, Inc.	$	60,000,000
Credit Agricole Securities (USA) Inc.	$	60,000,000
Deutsche Bank Securities Inc.	$	60,000,000
Morgan Stanley & Co. LLC	$	60,000,000
Scotia Capital (USA) Inc.	$	60,000,000
SunTrust Robinson Humphrey, Inc.	$	60,000,000
Total	**$**	**1,000,000,000**

Schedule B

MGM RESORTS INTERNATIONAL

$1,000,000,000 OF 5.750% SENIOR NOTES DUE 2025

1. The initial offering price for the Notes shall be 100.000% of the principal amount thereof, plus accrued interest, if any, from the date of issuance. After the initial offering, the offering price may be changed.

2. The purchase price to be paid to the Company by the Underwriters for the Notes shall be 98.750% of the principal amount thereof plus accrued interest, if any, from the date of issuance.

3. The interest rate on the Notes shall be 5.750% per annum.

Schedule C

Pricing Supplement

[See Attached]

Free Writing Prospectus	**Filed pursuant to Rule 433 under the Securities Act**
(To the Preliminary Prospectus	**Registration Statement No. 333-223375**
Supplement dated June 14, 2018)	

$1,000,000,000

Term Sheet

5.750% Senior Notes due 2025

Pricing Term Sheet dated June 14, 2018 to the Preliminary Prospectus Supplement of MGM Resorts International dated June 14, 2018. This Pricing Term Sheet is qualified in its entirety by reference to the Preliminary Prospectus Supplement. The information in this Pricing Term Sheet supplements the Preliminary Prospectus Supplement and supersedes the information therein to the extent it is inconsistent. Financial information presented in the Preliminary Prospectus Supplement is deemed to have changed to the extent affected by changes described herein and the use of proceeds with respect to the increased amount referred to below will be as set forth in the Preliminary Prospectus Supplement. Capitalized terms used in this Pricing Term Sheet but not defined have the meanings given to them in the Preliminary Prospectus Supplement.

Issuer:	MGM Resorts International (the "Issuer")
Offering Size:	$1,000,000,000 aggregate principal amount, which constitutes an increase of $500,000,000 from the Preliminary Prospectus Supplement
Title of Securities:	5.750% Senior Notes due 2025 (the "Notes")
Maturity:	June 15, 2025
Offering Price:	100.000%, plus accrued interest, if any, from June 18, 2018
Coupon:	5.750%
Yield to Maturity:	5.750%
Gross Proceeds:	$1,000,000,000
Net Proceeds to Issuer before Estimated Expenses:	$987,500,000
Interest Payment Dates:	June 15 and December 15, commencing December 15, 2018
Record Dates:	June 1 and December 1

Optional Redemption:	The Issuer may redeem the Notes, in whole or in part, at any time prior to March 15, 2025 (the date that is three months prior to the maturity date of the Notes), at a redemption price equal to the greater of:

100% of the principal amount of the Notes to be redeemed; or

as determined by an Independent Investment Banker, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 50 basis points

	plus, in either of the above cases, accrued and unpaid interest to the date of redemption on the Notes to be redeemed. The Issuer may redeem the Notes, in whole or in part, at any time on or after March 15, 2025 (the date that is three months prior to the maturity date of the Notes) at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the date of redemption on the Notes to be redeemed.
Joint Book-Running Managers:	Citigroup Global Markets Inc. Merrill Lynch, Pierce, Fenner & Smith Incorporated Barclays Capital Inc. BNP Paribas Securities Corp. Fifth Third Securities, Inc. J.P. Morgan Securities LLC SMBC Nikko Securities America, Inc.
Co-Managers:	Citizens Capital Markets, Inc. Credit Agricole Securities (USA) Inc. Deutsche Bank Securities Inc. Morgan Stanley & Co. LLC Scotia Capital (USA) Inc. SunTrust Robinson Humphrey, Inc.
Trade Date:	June 14, 2018
Settlement Date:	June 18, 2018 (T+2)
Distribution:	SEC Registered Offering
CUSIP Number:	552953 CE9
ISIN Number:	US552953CE90

The Issuer has filed a registration statement (including a prospectus) with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the Preliminary

Prospectus Supplement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting the Next-Generation EDGAR System on the SEC web site at *www.sec.gov* . Alternatively, the Issuer or any underwriter will arrange to send you the prospectus if you request by contacting Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 (Tel: 800-831-9146).

Any disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such disclaimers or other notices were automatically generated as a result of this communication being sent via Bloomberg email or another communication system.

Exhibit A

Opinion matters covered by
Milbank, Tweed, Hadley & McCloy LLP,
counsel to the Company

1. Each of the Company and the Delaware Subsidiary is validly existing as a corporation in good standing (other than with the Franchise Tax Board of the State of New York, as to which we express no opinion in this paragraph) under the laws of the State of Delaware, with corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Pricing Disclosure Package and the Final Prospectus. The New York Subsidiary is validly existing as a corporation in good standing under the laws of the State of New York, with corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Pricing Disclosure Package and the Final Prospectus.

2. Each of the Company and the Covered Subsidiaries has the corporate power to execute, deliver and perform its obligations under the Underwriting Agreement, the Indenture and the Securities.

3. The Underwriting Agreement has been duly authorized, executed and delivered by each of the Company and the Covered Subsidiaries.

4. The Indenture (including the Guarantees provided for therein) has been duly authorized, executed and delivered by each of the Company and the Covered Subsidiaries, and constitutes the legal, valid and binding agreement of each of the Company and the Subsidiary Guarantors, enforceable against the Company and the Subsidiary Guarantors in accordance with its terms, except (a) as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or similar laws relating to or affecting creditors' rights generally; (b) as the enforceability thereof is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing; and (c) in the case of rights to indemnity, as may be limited by law or public policy.

5. The Notes have been duly authorized, executed and delivered by the Company and, when authenticated by the Trustee under the Indenture and issued and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be legal, valid and binding obligations of the Company, enforceable in accordance with their terms, except in each case: (a) as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or similar laws relating to or affecting creditors' rights generally; and (b) as the enforceability thereof is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing. Each registered holder of the Notes will be entitled to the benefits of the Indenture.

6. The statements set forth in the Pricing Disclosure Package and the Final Prospectus under the caption "Description of Notes" insofar as such statements purport to summarize certain provisions of the Indenture and the Notes referred to therein as of the date hereof, fairly summarize in all material respects such provisions.

7. The Registration Statement became effective under the Securities Act and the Indenture was qualified under the Trust Indenture Act on March 15, 2012 and no stop order suspending the

effectiveness of the Registration Statement has been issued and, to our knowledge, no proceedings for that purpose have been instituted or threatened. The filing of the Final Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b).

8. Each of the Registration Statement, as of its most recent effective date, the Pricing Disclosure Package, as of the Applicable Time, and the Final Prospectus, as of the date thereof, appeared on their face to be appropriately responsive in all material respects to the applicable requirements of the Securities Act and the rules and regulations thereunder and the Indenture complies as to form in all material respects with the requirements of the Trust Indenture Act, except that we express no opinion and make no statement as to the financial statements and other financial and accounting information and management's report on the effectiveness of internal control over financial reporting included or incorporated by reference therein. In rendering this opinion we take no responsibility for the accuracy, completeness or fairness of the statements made in the Registration Statement, the Pricing Disclosure Package or the Final Prospectus, except to the extent set forth in paragraph 6.

9. No Governmental Approval is required for the Company or any Covered Subsidiary to execute and deliver the Underwriting Agreement and the Indenture and for the Company to issue the Notes in accordance with the Indenture and for the sale of the Notes by the Company to you under the Underwriting Agreement, except such as have been made or obtained prior to the date hereof or as may be required under state securities or "blue sky" laws of any jurisdiction, as to which we express no opinion.

10. None of the execution and delivery by the Company and the Subsidiary Guarantors of the Underwriting Agreement and the Indenture, the execution and delivery by the Company of the Notes, the issuance of the Notes in accordance with the Indenture nor the sale of the Notes by the Company to you under the Underwriting Agreement (i) results in a breach or violation of the certificate of incorporation or by-laws of the Company or the certificate of incorporation or by-laws (or equivalent organizational documents) of any of the Covered Subsidiaries or (ii) constitutes a breach or violation of, or a default under, or results in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of the Subsidiary Guarantors pursuant to, (a) the terms of any agreement listed on Schedule 1 attached hereto, or (b) any Applicable Law.

11. The Company and the Subsidiary Guarantors are not required to, and, immediately after giving effect to the offering and sale of the Notes and the application of the proceeds thereof as described in the Pricing Disclosure Package and the Final Prospectus, the Company and the Subsidiary Guarantors will not be required to, register as an investment company under the Investment Company Act of 1940, as amended.

Exhibit B

Opinion Brownstein Hyatt Farber Schreck, LLP
Nevada counsel to the Company

1. Each of the Nevada Guarantors is validly existing as a corporation, limited liability company or general partnership, as applicable, and is in good standing under the laws of the State of Nevada.

2. Each of the Nevada Guarantors has the corporate, limited liability company or general partnership, as applicable, power and authority to (a) execute and deliver each of the Notes Documents to which it is a party, perform its obligations thereunder and consummate the Transactions and (b) own, lease and operate its properties as described in the Registration Statement, the Preliminary Prospectus and the Prospectus.

3. Each of the Nevada Guarantors has duly authorized the execution and delivery by such Nevada Guarantor of the Notes Documents to which it is a party, the performance by such Nevada Guarantors of its obligations thereunder and the consummation of the Transactions.

4. Each of the Nevada Guarantors has duly executed and delivered each of the Notes Documents to which it is a party.

5. The execution and delivery by each of the Opinion Parties of the Notes Documents to which it is a party, the performance by each of the Opinion Parties of its obligations thereunder and the consummation of the Transactions (including the issuance of the Notes and the Guarantees) do not violate the Governing Documents, any Applicable Nevada Law or any Applicable Nevada Order.

6. No Nevada Governmental Approval is required for the execution and delivery by any of the Opinion Parties of the Notes Documents to which it is a party or the consummation of the Transactions except (a) as set forth in the Registration Statement, the Preliminary Prospectus and the Prospectus, (b) those that have been obtained or made on or prior to the date hereof and are in full force and effect, and (c) such filings with the Nevada Gaming Authorities as are referenced in qualification paragraph (A)(iii)
below.

7. The statements made in the Registration Statement and the Prospectus under the captions "Risk Factors—Risks Related to the Notes—We may require you to dispose of your notes or redeem your notes if any gaming authority finds you unsuitable to hold them", "Risk Factors—Risks Related our Business—Our businesses are subject to extensive regulation and the cost of compliance or failure to comply with such regulations may adversely affect our business and results of operations", "Regulation and Licensing" (including the statements incorporated by reference therein in Exhibit 99.2 of the Company's Annual Report on Form 10-K for the year ended December 31, 2017, under the heading "Nevada Government Regulation"), "Description of Notes—Mandatory Disposition Pursuant to Gaming Laws" and "Description of Notes—Compliance with Gaming Laws" have been reviewed by us and, insofar as such statements purport to constitute summaries of the Nevada Gaming Laws and matters arising thereunder, such statements constitute fair summaries thereof in all material respects.

Exhibit C

Opinion matters covered by Fox Rothschild LLP,
New Jersey counsel to the Company

(i) MAC has been duly incorporated and, based solely upon the Good Standing Certificate (MAC), is validly existing as a corporation in good standing under the laws of New Jersey. All of the issued and outstanding shares of capital stock of MAC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are fully paid and nonassessable and are directly owned of record by MRL. Assuming MRL acquired such shares of MAC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge, MRL holds such shares free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any share of stock of MAC or any security convertible into, exercisable for, or exchangeable for stock of MAC. MDDHC has been duly formed and, based solely upon the Good Standing Certificate (MDDHC), is validly existing as a limited liability company in good standing under the laws of New Jersey. All of the issued and outstanding limited liability company membership interests of MDDHC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are directly owned of record by MAC (as to 50.51% of such limited liability company membership interests) and the Company (as to 49.49% of such limited liability company membership interests). Assuming MAC and the Company each acquired such limited liability company membership interests of MDDHC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge, MAC and the Company each holds their respective limited liability company membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any limited liability company membership interests of MDDHC or any security convertible into, exercisable for, or exchangeable for limited liability company membership interests of MDDHC. MDDC has been duly formed and, based solely upon the Good Standing Certificate (MDDC), is validly existing as a limited liability company in good standing under the laws of New Jersey. All of the issued and outstanding limited liability company membership interests of MDDC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are directly owned of record by MDDHC. Assuming MDDHC acquired such limited liability company membership interests of MDDC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge. MDDHC holds such limited liability company membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any limited liability company membership interests of MDDC or any security convertible into , exercisable for, or exchangeable for limited liability company membership interests of MDDC.

(ii) MAC has all requisite corporate power and authority to own, lease and license its assets and properties, to conduct its businesses as described in each of the Pricing Disclosure Package and the Prospectus, but only to the extent the same are currently conducted and operated, and to enter into and perform its obligations under the Transaction Documents, to the extent it is a party thereto. The New Jersey LLCs have all requisite limited liability company power and authority to

own, lease and license their respective assets and properties, to conduct their respective businesses as described in each of the Pricing Disclosure Package and the Prospectus, but only to the extent the same are currently conducted and operated, and to enter into and perform their respective obligation under the Transaction Documents, to the extent either is a party thereto.

(iii) MAC has taken all necessary corporate action to authorize the execution, delivery and performance of the Transaction Documents, to the extent that it is a party thereto. The New Jersey LLCs have taken all necessary limited liability company action to authorize the execution, delivery and performance of the Transaction Documents, to the extent that either is a party thereto.

(iv) To our knowledge, (i) MAC is not in violation of any term or provision of its certificate of incorporation or bylaws and (ii) the New Jersey LLCs are not in violation of any term or provision of their respective certificates of formation or operating agreements. Except as disclosed in each of the Pricing Disclosure Package and the Prospectus, to our knowledge, no default by any New Jersey Subsidiary exists under and no event has occurred which with notice or lapse of time, or both, would constitute a default by any New Jersey Subsidiary in the due performance and observance of any express term, covenant or condition of any indenture, mortgage, deed of trust, note or any other agreement or instrument to which any New Jersey Subsidiary is a party or by which it or any of its assets or properties or businesses may be bound or affected, where the consequences of such default would have a material adverse effect on the assets, properties, business, results of operations, prospects or financial condition of the Company and its Subsidiaries considered as one enterprise.

(v) The execution and delivery of the Underwriting Agreement, the Base Indenture, the Sixth Supplemental Indenture and the Subsidiary Guarantee, the performance of the Underwriting Agreement, the Base Indenture, the Sixth Supplemental Indenture and Subsidiary Guarantee and the consummation of the transactions contemplated thereby will not (A) to our knowledge, conflict with or result in a breach of any of the terms and provisions of, or require the prepayment of any indebtedness under, or constitute a default (or an event which with notice or lapse of time, or both, would constitute a default) under or require consent under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any New Jersey Subsidiary pursuant to the terms of any material agreement, instrument, franchise, license or permit to which any New Jersey Subsidiary is a party, or by which it or they may be bound or to which any of its property or assets is subject or (B) violate any Laws of the State of New Jersey having applicability to the Company, the Nevada Subsidiary or any New Jersey Subsidiary or conflict with any provision of the certificates of incorporation or by-laws of MAC or any provision of the certificates of formation or operation agreements of the New Jersey LLCs or, to our knowledge, any judgment, decree, order, statute, rule or regulation of any New Jersey court or any New Jersey public, governmental or regulatory agency or body having jurisdiction over the Company, the Nevada Subsidiary or any New Jersey Subsidiary or any of their properties or assets, which, in the case of either clause (A) or (B) would have a material adverse effect on the condition, financial or otherwise or the earnings, business affairs or business prospects of the Company and its Subsidiaries, taken as a whole.

(vi) No authorization, approval, consent, order, license, certificate or permit (each, a "New Jersey Permit") required of or from any governmental or regulatory body (collectively, the "New Jersey Gaming Authorities") under the New Jersey Casino Control Act and the rules and regulations promulgated thereunder (the "New Jersey Gaming Laws") is required for the performance of the Underwriting Agreement or for the consummation of the transactions contemplated thereby or any other transaction described in each of the Pricing Disclosure Package or the Prospectus to be

entered into in connection therewith (including the issuance of the Subsidiary Guarantee) except as described in the Underwriting Agreement, the Pricing Disclosure Package or the Prospectus and except for such New Jersey Permits that have been obtained and are in full force and effect and those which under the New Jersey Gaming Laws are not required to be obtained until after the date hereof. The Transaction Documents have been presented to any and all New Jersey Gaming Authorities to the extent required under any New Jersey Gaming Laws, and except as described in the Underwriting Agreement, such documents and the transactions contemplated thereby have been approved by or on behalf of such New Jersey Gaming Authorities to the extent required by any New Jersey Gaming Laws, and such approvals have not been revoked, modified or rescinded.

(vii) The statements in each of the Pricing Disclosure Package, the Registration Statement and the Prospectus regarding New Jersey laws, insofar as such statements constitute a summary of matters of New Jersey law, a summary of New Jersey legal proceedings or New Jersey legal conclusions, were true and correct in all material respects as of the Applicable Time and as of the Closing Time.

(viii) To our knowledge, there is no New Jersey action, suit or proceeding before or by any court or governmental agency or body now pending, or threatened, against or affecting the Company, the Nevada Subsidiary or any New Jersey Subsidiary which, if adversely determined, would have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its Subsidiaries, taken as a whole.

(ix) No New Jersey Subsidiary is, nor will it be upon the execution and delivery of the Indenture (including the Subsidiary Guarantee therein), subject to regulation under any New Jersey statute or regulation limiting its ability to incur indebtedness for borrowed money, except the New Jersey Gaming Laws.

Exhibit D
Opinion matters covered by Dickinson Wright PLLC,
Michigan counsel to the Company

(i) No authorization, approval, consent, order, license, certificate or permit (each a " **Michigan Permit** ") required of or from any governmental or regulatory body under the Michigan Gaming Control and Revenue Act and the Administrative Rules promulgated thereunder (the " **Michigan Gaming Laws** ") is required for the performance of the Underwriting Agreement or for the consummation of the transactions contemplated thereby or any other transaction described in each of the Pricing Disclosure Package or the Prospectus to be entered into in connection with such performance or consummation (including the issuance of the Subsidiary Guarantees) except as disclosed therein and except for such Michigan Permits as have been obtained. The Michigan Gaming Laws do not require the Underwriting Agreement, the Pricing Disclosure Package or the Prospectus or the transactions contemplated thereby to be presented to or approved by the Michigan Gaming Control Board or any other governmental agency or authority.

(ii) The statements under the caption "Regulation and Licensing" and elsewhere in each of the Registration Statement, the Prospectus and the Pricing Disclosure Package regarding Michigan laws, rules, regulations and legal conclusions and the statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 included in Exhibit 99.2 under the heading "Michigan Government Regulation and Taxation", in each case as in effect at the date such statements were made, were true and are correct in all material respects as of the Applicable Time and as of the Closing Time.

(iii) MGM Grand Detroit, Inc., a Delaware corporation (the " **Michigan Subsidiary** "), is not, nor will it be upon the execution and delivery of the Indenture (including the Subsidiary Guarantees therein), subject to regulation under any Michigan statute or regulation limiting their ability to incur indebtedness for borrowed money, except the Michigan Gaming Laws and rules, ordinances or regulations of local regulatory authorities, any applicable provisions of which have been complied with by the Michigan Subsidiary.

Exhibit E
Opinion matters covered by Butler Snow LLP,
Mississippi counsel to the Company

(i) MGMRM has been duly organized and, based solely on the Good Standing Certificate applicable to MGMRM, is validly existing as a limited liability company in good standing under the laws of Mississippi. Assuming the capital contribution of Mandalay Resorts Group ("MRG") stated in the operating agreement was received by MGMRM, all of the issued and outstanding membership interests of MGMRM have been validly issued and, based solely on our review of the operating agreement, are directly owned of record by MRG. Assuming MRG acquired such membership interests in good faith and without knowledge of any adverse claim, to our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, MRG holds such membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any membership interests of MGMRM or any security convertible into, exercisable for, or exchangeable for membership interests of MGMRM.

(ii) BRR has been duly organized and, based solely on the Good Standing Certificate applicable to BRR, is validly existing as a limited liability company in good standing under the laws of Mississippi. Assuming the capital contribution of the Company stated in the operating agreement was received by BRR, all of the issued and outstanding membership interests of BRR have been validly issued and, based solely on our review of the operating agreement, are directly owned of record by the Company. Assuming the Company acquired such membership interests in good faith and without knowledge of any adverse claim, to our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, the Company holds such membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any membership interests of BRR or any security convertible into, exercisable for, or exchangeable for membership interests of BRR.

(iii) Each of the Mississippi Subsidiaries has all requisite limited liability company power and authority to own, lease and license its assets and properties, to conduct its businesses as described in the Pricing Disclosure Package and the Prospectus, but only to the extent the same are currently conducted and operated, and to enter into and perform its obligations under the Underwriting Agreement, the Indenture and its Subsidiary Guarantee, to the extent that it is a party thereto.

(iv) Each Mississippi Subsidiary has taken all necessary limited liability company action to authorize the execution and delivery of the Underwriting Agreement, the Indenture and its Subsidiary Guarantee, to the extent that it is a party thereto. The execution and delivery of the Underwriting Agreement, the Indenture and the Subsidiary Guarantees and performance of the Underwriting Agreement, the Indenture and the Subsidiary Guarantees by the respective parties thereto and the consummation of the transactions contemplated in the Underwriting Agreement, the Pricing Disclosure Package and the Prospectus and compliance by the Mississippi Subsidiaries with their respective obligations thereunder will not, to our knowledge: (1) conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any Mississippi Subsidiary pursuant to, any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which any Mississippi Subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of any Mississippi Subsidiary is subject which would result in a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise; or (2) result in

any violation of the provisions of (A) any applicable law, administrative regulation or administrative or court decree which would result in a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise or (B) the articles of incorporation, bylaws, certificate of formation or operating agreement of any Mississippi Subsidiary.

(v) To our knowledge, no Mississippi Subsidiary is in violation of any term or provision of its articles of incorporation, bylaws, certificate of formation or operating agreement. Except as disclosed in each of the Pricing Disclosure Package and the Prospectus, to our knowledge, no default exists and no event has occurred which with notice or lapse of time, or both, would constitute a default in the due performance and observance of any express term, covenant or condition by such Mississippi Subsidiary of any indenture, mortgage, deed of trust, note or any other agreement or instrument to which such Mississippi Subsidiary is a party or by which it or any of its assets or properties or businesses may be bound or affected, where the consequences of such default would have a material adverse effect on the assets, properties, business, results of operations, prospects or financial condition of the Company and its subsidiaries considered as one enterprise.

(vi) No authorization, approval, consent, order, license, certificate or permit (each, a "Mississippi Permit") required of or from any governmental or regulatory body (each, a "Mississippi Gaming Authority") under the Mississippi Gaming Control Act and the rules and regulations promulgated thereunder (collectively, "Mississippi Gaming Laws") is required for the performance by each Mississippi Subsidiary of the Underwriting Agreement or for the consummation of the transactions contemplated thereby or any other transaction described in each of the Pricing Disclosure Package and the Prospectus to be entered into in connection therewith (including the issuance of the Subsidiary Guarantees) except for such Mississippi Permits that have been obtained. The Underwriting Agreement, the Pricing Disclosure Package and the Prospectus have been presented to all Mississippi Gaming Authorities to the extent required by any Mississippi Gaming Laws, and such documents and the transactions contemplated hereby or thereby have been approved by or on behalf of such Mississippi Gaming Authorities to the extent required by any Mississippi Gaming Laws, or the requirement for approval has been waived, and such approvals or waivers have not been revoked, modified or rescinded.

(vii) The statements under the caption "Regulation and Licensing" and elsewhere in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding Mississippi laws, rules, regulations and legal conclusions included in the Pricing Disclosure Package and in the Prospectus and the statements in the Company's Annual Report on Form 10 K for the fiscal year ended December 31, 2017 included in Exhibit 99.2 under the heading "Mississippi Government Regulation," in each case as in effect at the date such statements were made, were true and correct in all material respects as of the Applicable Time and as of the Closing Time.

(viii) The Underwriting Agreement, the Indenture and the Subsidiary Guarantees have been duly and validly authorized, executed and delivered by the Mississippi Subsidiaries party thereto.

(ix) To our knowledge, there are no material legal or governmental proceedings pending or threatened other than any regularly scheduled re-licensing proceedings now pending before any Mississippi Gaming Authority and other than those disclosed in the Pricing Disclosure Package and the Prospectus, the adverse determination of which would have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise.

(x) The Mississippi Subsidiaries are not, nor will they be upon the execution and delivery of the Transaction Documents, subject to regulation under any Mississippi statute or regulation limiting their ability to incur indebtedness for borrowed money, except the Mississippi Gaming Laws and any rules, ordinances or regulations of local regulatory authorities, the provisions of which have been complied with by the Mississippi Subsidiaries.

Exhibit F
Opinion matters covered by Cahill Gordon & Reindel LLP

(i) The certain matters set forth in (3) (as to Delaware corporations) of Exhibit A.

(ii) Cahill Gordon & Reindel LLP will also provide a negative assurances letter with respect to the matter described in the last paragraph of Exhibit A other than with respect to Gaming Laws.

In giving its opinions required by subsection (b)(6) of Section 5, Cahill Gordon & Reindel LLP shall be entitled to assume the accuracy of the matters expressed in the opinions of internal counsel to the Company and Whittemore Gaming Group and Greenberg Traurig, LLP with respect to Nevada law matters, Butler Snow LLP with respect to Mississippi law matters, Fox Rothschild LLP with respect to New Jersey law matters, Dickinson Wright PLLC with respect to Michigan law matters and Taft Stettinius & Hollister LLP with respect to Illinois matters.

Exhibit G

Opinion matters covered by Taft Stettinius & Hollister LLP

Illinois Counsel to the Company

(i) The statements under the caption " **Regulation and Licensing** " included in each of the Pricing Disclosure Package and the Prospectus and the statements in the Relevant Portion of the Form 10-K, to the extent such statements have been incorporated by reference into the Pricing Disclosure Package and the Prospectus, insofar as such statements constitute a summary of matters of Illinois law, a summary of Illinois proceedings or Illinois legal conclusions, were true and correct in all material respects as of the Applicable Time and as of the Closing Time.

(ii) Other than those disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no authorization, approval, consent, order, license, certificate or permit (each, an " **Illinois Permit** ") required of or from any governmental or regulatory body under the Illinois Riverboat Gambling Act and the rules and regulations promulgated thereunder (the " **Illinois Gaming Laws** ") is required for the performance of the Underwriting Agreement or for the consummation of the transactions contemplated thereby or any other transaction described in each of the Pricing Disclosure Package or the Prospectus to be entered into in connection therewith (including the issuance of the Subsidiary Guarantees) except for such Illinois Permits that have been obtained. Other than those disclosed in the Pricing Disclosure Package and the Prospectus, Illinois Gaming Laws do not require the Underwriting Agreement, the Registration Statement, the Pricing Disclosure Package or the Prospectus or the transactions contemplated hereby or thereby to be presented to or approved by the Illinois Gaming Board or any other governmental agency or authority.

(iii) Other than to the extent disclosed in the Pricing Disclosure Package and the Prospectus, MGM Elgin Sub, Inc. is not, nor will it be upon the execution and delivery of the Indenture (including the Subsidiary Guarantees therein), subject to regulation under any Illinois statute or regulation limiting its ability to incur indebtedness for borrowed money, except the Illinois Gaming Laws and any rules, ordinances or regulations of local regulatory authorities, the provisions of which have been complied with by MGM Elgin Sub, Inc.

Exhibit 4.1

EXECUTION VERSION

MGM RESORTS INTERNATIONAL,

THE SUBSIDIARY GUARANTORS PARTY HERETO, as Subsidiary Guarantors

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

5.750% Senior Notes due 2025

SIXTH SUPPLEMENTAL INDENTURE

Dated as of June 18, 2018

to

INDENTURE

Dated as of March 22, 2012

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SIXTH SUPPLEMENTAL INDENTURE, dated as of June 18, 2018, among MGM RESORTS INTERNATIONAL, a Delaware corporation (hereinafter called the " Company "), the Subsidiary Guarantors (as hereinafter defined) and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor trustee hereunder (hereinafter called the " Trustee ").

RECITALS

WHEREAS, the Company and the Trustee entered into an indenture, dated March 22, 2012 (the " Base Indenture "), pursuant to which notes of the Company may be issued in one or more series from time to time;

WHEREAS, Section 901(9) of the Base Indenture permits the forms and terms of the Securities of any series as permitted in Sections 201 and 301 to be established in an indenture supplemental to the Base Indenture;

WHEREAS, Section 901 of the Base Indenture provides that a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders of the Securities, for the purposes stated therein;

WHEREAS, the Company has requested the Trustee to join with it and the Subsidiary Guarantors in the execution and delivery of this Sixth Supplemental Indenture dated as of June 18, 2018 (the " Sixth Supplemental Indenture "), in order to supplement the Base Indenture by, among other things, establishing the forms and certain terms of a series of Securities to be known as the Company's "5.750% Senior Notes due 2025" (the " Notes "), and adding certain provisions thereof for the benefit of the Holders of the Notes;

WHEREAS, the Company has furnished the Trustee with a duly authorized and executed issuer order dated June 18, 2018 authorizing the issuance of the Notes, such issuer order sometimes referred to herein as the " Authentication Order ";

WHEREAS, all things necessary to make this Sixth Supplemental Indenture a valid, binding and enforceable agreement of the Company, the Subsidiary Guarantors and the Trustee and a valid supplement to the Base Indenture have been done; and

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes to be issued hereunder by Holders thereof, the Company, the Subsidiary Guarantors and the Trustee mutually covenant and agree, for the equal and proportionate benefit of the Holders from time to time of the Notes, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1. Definitions .

The Base Indenture together with this Sixth Supplemental Indenture are hereinafter sometimes collectively referred to as the " Indenture ." For the avoidance of doubt, references to any "Section" of the "Indenture" refer to such Section of the Base Indenture as supplemented and amended by

this Sixth Supplemental Indenture. All capitalized terms which are used herein and not otherwise defined herein are defined in the Base Indenture and are used herein with the same meanings as in the Base Indenture. If a capitalized term is defined in the Base Indenture and this Sixth Supplemental Indenture, the definition in this Sixth Supplemental Indenture shall apply to the Notes (and any Guarantee endorsed therein).

For all purposes of this Sixth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this article have the meanings assigned to them in this article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP in the United States, and, except as otherwise herein expressly provided, the term "GAAP" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted at the date of such computation;

(4) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Sixth Supplemental Indenture as a whole and not to any particular article, section or other subdivision; and

(5) all references used herein to the male gender shall include the female gender.

" Attributable Debt " with respect to any Sale and Lease-Back Transaction that is subject to Section 5.2, means the present value of the minimum rental payments called for during the terms of the lease (including any period for which such lease has been extended), determined in accordance with GAAP, discounted at a rate that, at the inception of the lease, the lessee would have incurred to borrow over a similar term the funds necessary to purchase the leased assets.

" Base Indenture " has the meaning set forth in the Recitals hereto.

" Consolidated Net Tangible Assets " means the total amount of assets (including investments in Joint Ventures) of the Company and its Subsidiaries (less applicable depreciation, amortization and other valuation reserves) after deducting therefrom (a) all current liabilities of the Company and its Subsidiaries (excluding (i) the current portion of long-term Indebtedness, (ii) intercompany liabilities and (iii) any liabilities which are by their terms renewable or extendible at the option of the obligor thereon to a time more than 12 months from the time as of which the amount thereof is being computed) and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and any other like intangibles of the Company and its Subsidiaries, all as set forth on the consolidated balance sheet of the Company for the most recently completed fiscal quarter for which financial statements are available and computed in accordance with GAAP.

" Credit Facility " means the Amended and Restated Credit Agreement, dated as April 25, 2016, among the Company, the lenders and letters of credit issuers party thereto and Bank of America, N.A., as administrative agent, as such agreement may be amended, supplemented, waived or otherwise modified from time to time or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part).

“ Elgin Sub ” means MGM Elgin Sub, Inc., a Nevada corporation.

“ Existing Senior Notes ” means (i) the Company’s 8.625% senior notes due 2019, (ii) the Company’s 5.250% Senior Notes due 2020, (iii) the Company’s 6.750% senior notes due 2020, (iv) the Company’s 6.625% senior notes due 2021, (v) the Company’s 7.75% senior notes due 2022, (vi) the Company’s 6.00% senior notes due 2023, (vii) the Company’s 4.625% senior notes due 2026 and (viii) the Mandalay Notes.

“ Funded Debt ” means all Indebtedness of the Company or any Subsidiary Guarantor which (i) matures by its terms on, or is renewable at the option of any obligor thereon to, a date more than one year after the date of original issuance of such Indebtedness and (ii) ranks at least pari passu with the Notes or the applicable Guarantee.

“ Gaming Authority ” means any governmental agency, authority, board, bureau, commission, department, office or instrumentality with regulatory, licensing or permitting authority or jurisdiction over any gaming business or enterprise or any Gaming Facility or with regulatory, licensing or permitting authority or jurisdiction over any gaming operation (or proposed gaming operation) owned, managed or operated by the Company or the Subsidiary Guarantors.

“ Gaming Facility ” means any casino, hotel, resort, race track, off-track wagering site, venue at which gaming or wagering is conducted, and all related or ancillary property and assets.

“ Illinois Gaming Approval ” means the granting of all necessary approvals by the Illinois Gaming Board for Elgin Sub to guarantee the Notes.

“ Incur ” means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; provided that the accrual of interest shall not be considered an Incurrence of Indebtedness.

“ Indebtedness ” of any Person means (i) any indebtedness of such Person, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), or evidenced by notes, bonds, debentures or similar instruments or letters of credit, or representing the balance deferred and unpaid of the purchase price of any property, including any such indebtedness Incurred in connection with the acquisition by such Person or any of its Subsidiaries of any other business or entity, if and to the extent such indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, including for such purpose obligations under capital leases and (ii) any guarantee, endorsement (other than for collection or deposit in the ordinary course of business), discount with recourse, or any agreement (contingent or otherwise) to purchase, repurchase or otherwise acquire or to supply or advance funds with respect to, or to become liable with respect to (directly or indirectly) any indebtedness of any Person, but shall not include indebtedness or amounts owed for compensation to employees, or for goods or materials purchased, or services utilized, in the ordinary course of business of such Person. For purposes of this definition of Indebtedness, a “capitalized lease” shall be deemed to mean a lease of real or personal property which, in accordance with GAAP, is required to be capitalized.

“ Indenture ” has the meaning set forth in the first paragraph of this Section 1.1.

“ Initial Liens ” has the meaning set forth in Section 5.1(b)(i).

" Initial Notes " means the Company's 5.750% Senior Notes due 2025 issued on the Issue Date.

" Interest Payment Date " with respect to any Note means June 15 and December 15 of each year, commencing December 15, 2018, provided that if such Interest Payment Date is not a Business Day, interest due on such Interest Payment Date shall be payable on the next succeeding Business Day.

" Issue Date " means, in respect of Initial Notes of any Series, June 18, 2018, the date on which the Initial Notes offered hereby are issued.

" Joint Venture " means any partnership, corporation or other entity, in which up to and including 50% of the partnership interests, outstanding voting stock or other equity interests is owned, directly or indirectly, by the Company and/or one or more of its Subsidiaries.

" Lien " means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance or lien of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any property, including any agreement to grant any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and/or the filing of or agreement to give any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Uniform Commercial Code as in effect in the State of New York or comparable law of any jurisdiction with respect to any property; provided that in no event shall an operating lease be deemed to constitute a Lien.

" Mandalay Notes " means Mandalay Resort Group's 7.0% Debentures due 2036.

" Maturity Date " means June 15, 2025.

" MDDC " means Marina District Development Company, LLC, a New Jersey limited liability company.

" MDDHC " means Marina District Development Holding Co., LLC, a New Jersey limited liability company.

" MGP " means MGM Growth Properties LLC, a Delaware limited liability company, and its successors.

" New Jersey Gaming Approval " means the granting of all necessary approvals by the New Jersey Division of Gaming Enforcement for MDDC to guarantee the Notes.

" Non-recourse Indebtedness " means Indebtedness the terms of which provide that the lender's claim for repayment of such Indebtedness is limited solely to a claim against the property which secures such Indebtedness.

" Notes " has the meaning set forth in the Recitals hereto.

" obligations " means any principal, interest, premium, if any, penalties, fees, indemnifications, reimbursements, expenses, damages or other liabilities or amounts payable under the documentation governing or otherwise in respect of any Indebtedness.

" Pari Passu Liens " has the meaning set forth in Section 5.1(b)(i).

" Person " means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, estate, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

" Principal Property " means any real estate or other physical facility or depreciable asset the net book value of which on the date of determination exceeds the greater of $250 million and 2% of Consolidated Net Tangible Assets.

" Reference Indebtedness " means any series of (x) the Existing Senior Notes, (y) the Credit Facility or (z) any of our future capital markets Indebtedness.

" Sale and Lease-Back Transaction " means any arrangement with a person (other than the Company or any of its Subsidiaries), or to which any such person is a party, providing for the leasing to the Company or any of its Subsidiaries for a period of more than three years of any Principal Property, which has been or is to be sold or transferred by the Company or any of its Subsidiaries to such person, or to any other person (other than the Company or any of its Subsidiaries) to which funds have been or are to be advanced by such person on the security of the leased property.

" Sixth Supplemental Indenture " has the meaning set forth in the Recitals hereto.

" Subsidiary " of any specified Person means any corporation, partnership or limited liability company of which at least a majority of the outstanding stock (or other equity interests) having by the terms thereof ordinary voting power for the election of directors (or the equivalent) of such Person (irrespective of whether or not at the time stock (or other equity interests) of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by such Person, or by one or more other Subsidiaries, or by such Person and one or more other Subsidiaries.

" Subsidiary Guarantor " means (i) each Subsidiary of the Company identified as a Subsidiary Guarantor on the signature pages hereof and (ii) each other Wholly-Owned Subsidiary of the Company that becomes a Subsidiary Guarantor in accordance with Section 5.3 or by executing a supplemental indenture in which such Subsidiary agrees to be bound by the terms of this Indenture as a Subsidiary Guarantor, together with their permitted successors and assigns provided that if the Guarantee of a Subsidiary Guarantor is withdrawn or cancelled pursuant to Section 5.3(b), such Person shall no longer be a Subsidiary Guarantor hereunder; *provided, however* , that until such time as Elgin Sub receives Illinois Gaming Approval, MDDC receives New Jersey Gaming Approval, and any other future Subsidiary that requires approval from a Gaming Authority in order to execute and deliver a Guarantee receive such approval from the relevant Gaming Authority to become a Subsidiary Guarantor of the Notes, Elgin Sub, MDDC and such other future Subsidiary shall not be a Subsidiary Guarantor hereunder; *provided, further* , that unless and until New Jersey Gaming Approval for the Guarantee of MDDC is obtained, MDDHC shall not be a Subsidiary Guarantor hereunder.

" Treasury Securities " mean any obligations issued or guaranteed by the United States government or any agency thereof.

" Trustee " has the meaning set forth in the preamble hereto.

" Wholly-Owned Subsidiary " has the meaning set forth in Section 5.3(a).

ARTICLE TWO

SECURITIES FORMS

SECTION 2.1. Creation of the Notes; Designations .

In accordance with Section 301 of the Base Indenture, the Company hereby creates the Notes as a series of its Notes issued pursuant to the Indenture. The Notes shall be known and designated as the "5.750% Senior Notes due 2025" of the Company.

SECTION 2.2. Forms Generally .

The Notes and the Trustee's certificate of authentication shall be in the forms set forth in Exhibit I attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner, as determined by the officers of the Company executing such Notes, as evidenced by their manual execution of such Notes.

ARTICLE THREE

GENERAL TERMS AND CONDITIONS OF THE NOTES

SECTION 3.1. Title and Terms of Notes .

(a) The aggregate principal amount of Notes which shall be authenticated and delivered on the Issue Date under the Indenture shall be $1,000,000,000; *provided* , *however* , that the Company from time to time, without giving notice to or seeking the consent of the Holders of the Notes, may issue additional notes (the " Additional Notes ") in any amount having the same terms as the Notes in all respects, except for the issue date, the issue price and the initial Interest Payment Date. Any such Additional Notes shall be authenticated by the Trustee upon receipt of an Authentication Order to that effect, and when so authenticated, will constitute "Notes" for all purposes of the Indenture and will (together with all other Notes issued under the Indenture) constitute a single series of Notes under the Indenture; *provided* that if the Additional Notes are not fungible with the Notes for U.S. federal income tax purposes, as applicable, as determined by the Company, the Additional Notes will have a separate CUSIP number.

(b) The principal amount of the Notes is due and payable in full on June 15, 2025 unless earlier redeemed.

(c) The Notes shall bear interest at the rate of 5.750% per annum (computed on the basis of a 360-day year comprised of twelve 30-day months) from the Issue Date or from the most recent Interest Payment Date on which interest has been paid or duly provided for to maturity or early redemption; and interest will be payable semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2018, to the Persons in whose name such Notes were registered at the close of business on the preceding June 1 or December 1, respectively.

(d) Principal of and interest on the Notes shall be payable in accordance with Sections 307 and 1001 of the Base Indenture.

(e) Other than as provided in Article Four of this Sixth Supplemental Indenture, the Notes shall not be redeemable.

(f) The Notes shall not be entitled to the benefit of any mandatory redemption or sinking fund.

(g) The Notes shall not be convertible into any other securities.

(h) The Company initially appoints the Trustee as Registrar and Paying Agent with respect to the Notes until such time as the Trustee has resigned or a successor has been appointed.

(i) The Notes will be issuable in the form of one or more Global Securities and the Depositary for such Global Security will be the Depository Trust Company.

(j) The Company shall pay principal of, premium, if any, and interest on the Notes in money of the United States of America that at the time of payment is legal tender for payment of public and private debts.

(k) A Holder may transfer or exchange Notes only in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents. No service charge shall be made for any registration of transfer or exchange, but the Company or the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

ARTICLE FOUR

REDEMPTION

SECTION 4.1. Optional Redemption .

The Notes are redeemable at the option of the Company, in whole or in part, at any time prior to March 15, 2025 (the date that is three months prior to the maturity date of the Notes), at a redemption price (the " Redemption Price ") equal to the greater of:

- 100% of the principal amount of the Notes to be redeemed; or
- as determined by an Independent Investment Banker, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 50 basis points,

plus, in either of the above cases, accrued and unpaid interest to the Redemption Date on the Notes to be redeemed. The Notes are redeemable at the option of the Company, in whole or in part, at any time on or

after March 15, 2025 (the date that is three months prior to the maturity date of the Notes) at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the date of redemption on the Notes to be redeemed.

" Adjusted Treasury Rate " means, with respect to any Redemption Date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or
- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

The Adjusted Treasury Rate shall be calculated by an Independent Investment Banker on the third Business Day preceding the Redemption Date or, in the case of a satisfaction and discharge or a defeasance, on the third Business Day prior to the date on which the Company deposits the amount required under this Sixth Supplemental Indenture most nearly equal to the period from the Redemption Date to the Maturity Date.

" Comparable Treasury Issue " means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such securities (" Remaining Life ").

" Comparable Treasury Price " means (1) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

" Independent Investment Banker " means one of the Reference Treasury Dealers appointed by the Company.

" Reference Treasury Dealer " means any primary U.S. Government securities dealer in New York City selected by the Company.

" Reference Treasury Dealer Quotations " means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

SECTION 4.2. Mandatory Disposition of Notes Pursuant to Gaming Laws .

Each Holder and beneficial owner, by accepting or otherwise acquiring an interest in the Notes, shall be deemed to have agreed that if the Gaming Authority of any jurisdiction in which the Company or any of its Subsidiaries conducts or proposes to conduct gaming activities requires that a Person who is a Holder or beneficial owner must be licensed, qualified or found suitable under the applicable Gaming Laws, such Holder or beneficial owner, as the case may be, shall apply for a license, qualification or a finding of suitability within the required time period in accordance with such Gaming Laws. If such Person fails to apply or become licensed or qualified or is found unsuitable (a " Disqualified Holder "), then the Company shall have the right, at its option, notwithstanding any other provision of this Sixth Supplemental Indenture:

(i) to require such Person to dispose of its Notes or beneficial interest therein within 30 calendar days of receipt of notice of the Company's election or such earlier date as may be requested or prescribed by such Gaming Authority; or

(ii) to redeem such Notes, which Redemption Date may be less than 30 calendar days following the notice of redemption if so requested or prescribed by the Gaming Authority, at a redemption price equal to:

(1) the lesser of:

(a) the Person's cost, plus accrued and unpaid interest, if any, to the earlier of the Redemption Date or the date of the finding of unsuitability or failure to comply; and

(b) 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the earlier of the Redemption Date or the date of the finding of unsuitability or failure to comply; or

(2) such other amount as may be required by applicable Gaming Laws or by order of any Gaming Authority.

The Company shall notify the Trustee in writing of any such Disqualified Holder status or redemption as soon as practicable. The Company shall not be responsible for any costs or expenses any such Holder or beneficial owner may incur in connection with its application for a license, qualification or a finding of suitability. Notwithstanding any other provision of this Sixth Supplemental Indenture, immediately upon the imposition of a requirement to dispose of Notes by a Gaming Authority, such Person shall, to the extent required by applicable Gaming Laws, have no further right (i) to exercise, directly or indirectly, through any trustee, nominee or any other person or entity, any right conferred by such Notes or (ii) to receive any interest, dividends or any other distributions or payments with respect to such Notes or any remuneration in any form with respect to such Notes from the Company or the Trustee, except the redemption price.

SECTION 4.3. Optional Redemption Procedures .

(a) The provisions of Article XII of the Base Indenture shall apply in the case of a redemption pursuant to Article Four solely for the benefit of the Holders of the Notes; *provided* that this Section 4.3 shall not become part of the terms of any other series of Securities:

(i) the first sentence of Section 1203 in the Base Indenture shall be superseded by the following language:

"If less than all the Securities of any series are to be redeemed (unless all the Securities of such series and of a specified tenor are to be redeemed or unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series not previously called for redemption, in accordance with the applicable Depository Trust Company procedures; provided that the unredeemed portion of the principal amount of any Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security.";

(ii) clause (2) of the second paragraph of Section 1204 of the Base Indenture shall be superseded by the following language:

"(2) the Redemption Price (or how the Redemption Price will be calculated if not a fixed amount or subject to change);" and

(iii) the following language shall be added after the end of the final paragraph of Section 1204 of the Base Indenture:

"A notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the Redemption Date. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption have occurred before the Redemption Date or have been waived by the Company. If any of such events fail to occur and are not waived by the Company, the Company shall be under no obligation to redeem the Notes or pay the Holders any redemption proceeds and the Company's failure to redeem the Notes shall not be considered a default or an Event of Default. In the event that any of such conditions fail to occur and are not waived by the Company, the Company shall promptly notify the Trustee in writing that the conditions precedent to such redemption have failed to occur and the Notes will not be redeemed."

ARTICLE FIVE

COVENANTS

Holders of the Notes shall be entitled to the benefit of all covenants in Article X of the Base Indenture and the following additional covenants, which shall be deemed to be provisions of the Base Indenture with respect to the Notes, *provided* that this Article Five shall not become a part of the terms of any other series of Securities:

SECTION 5.1. Limitation on Liens .

(a) Other than as provided in Section 5.1(c) below, neither the Company nor any Subsidiary Guarantor will, directly or indirectly, issue, assume or guarantee any Indebtedness secured by a Lien upon any Principal Property or on any evidences of Indebtedness or shares of capital stock of, or other ownership interests in, any Subsidiaries that own any Principal Property (regardless of whether the

Principal Property, Indebtedness, capital stock or ownership interests were acquired before or after the date hereof) without effectively providing that all of the Notes or Guarantees then outstanding, as the case may be, shall be secured equally and ratably with (or prior to) the Indebtedness so long as such Indebtedness shall be so secured, except that this restriction will not apply to:

(i) Liens existing on the date of original issuance of the Notes;

(ii) Liens affecting property of a corporation or other entity existing at the time it becomes a Subsidiary Guarantor or at the time it is merged into or consolidated with the Company or a Subsidiary Guarantor (provided that such Liens do not extend to or cover property of the Company or any Subsidiary Guarantor other than property of the entity so acquired or which becomes a Subsidiary Guarantor);

(iii) Liens (including purchase money Liens) existing at the time of acquisition thereof on property acquired after the date hereof or to secure Indebtedness Incurred prior to, at the time of, or within 24 months after the acquisition for the purpose of financing all or part of the purchase price of property acquired after the date hereof (provided that such Liens do not extend to or cover any property of the Company or any Subsidiary Guarantor other than the property so acquired);

(iv) Liens on any property to secure all or part of the cost of improvements or construction thereon or Indebtedness Incurred to provide funds for such purpose in a principal amount not exceeding the cost of such improvements or construction;

(v) Liens which secure Indebtedness of a Subsidiary of the Company to the Company or to a Subsidiary Guarantor or which secure Indebtedness of the Company to a Subsidiary Guarantor;

(vi) Liens on the stock, partnership or other equity interest of the Company or a Subsidiary Guarantor in any Joint Venture or any Subsidiary which owns an equity interest in such Joint Venture to secure Indebtedness, provided the amount of such Indebtedness is contributed and/or advanced solely to such Joint Venture;

(vii) Liens to government entities, including pollution control or industrial revenue bond financing;

(viii) Liens required by any contract or statute in order to permit the Company or a Subsidiary of the Company to perform any contract or subcontract made by it with or at the request of a governmental entity;

(ix) mechanic's, materialman's, carrier's or other like Liens, arising in the ordinary course of business;

(x) Liens for taxes or assessments and similar charges;

(xi) zoning restrictions, easements, licenses, covenants, reservations, restrictions on the use of real property and other minor irregularities of title;

(xii) Liens on any short-term or interim Indebtedness intended to be assumed by MGP or one of its Subsidiaries in connection with an acquisition by MGP or one of its Subsidiaries of the property securing such Indebtedness, provided that such Indebtedness is assumed by MGP or one of its Subsidiaries within fifteen (15) days of its initial incurrence by the Company or a Subsidiary Guarantor; and

(xiii) any extension, renewal, replacement or refinancing of any Indebtedness secured by a Lien permitted by any of the foregoing clauses (i) through (xii) (provided that, in the case of clause (xii), any extension, renewal, replacement or refinancing of any Indebtedness referred to in clause (xii) is assumed by MGP or one of its Subsidiaries as set forth therein).

(b) Notwithstanding the foregoing,

(i) if any of the Existing Senior Notes are hereafter secured by any Liens on any of the assets of the Company or any Subsidiary Guarantor (the " Initial Liens "), then the Company and the Subsidiary Guarantor shall, substantially concurrently with the granting of such Liens, subject to such Liens having been approved by all applicable Gaming Authorities to the extent the Gaming Laws of the applicable jurisdiction require such approval, grant perfected Liens in the same collateral to secure the Notes (or Guarantees, as the case may be), equally, ratably and on a pari passu basis (the " Pari Passu Liens "). The Pari Passu Liens granted pursuant to this provision shall be (A) granted concurrently with the granting of any such Liens, and (B) granted pursuant to instruments, documents and agreements which are no less favorable to the Trustee and the Holders of the Notes than those granted to secure the Existing Senior Notes. In connection with the granting of any such Liens, the Company and each Subsidiary Guarantor shall provide to the Trustee (y) policies of title insurance on customary terms and conditions, to the extent that policies of title insurance on the corresponding property are provided to the Holders of the Existing Senior Notes or their respective trustee (and in an insured amount that bears the same proportion to the principal amount of the Notes as the insured amount in the policies provided to the holders of the Existing Senior Notes bears to the aggregate outstanding amount of the Existing Senior Notes), and (z) legal opinions and other assurances as the Trustee may reasonably request; and

(ii) if the Company and the Subsidiary Guarantors become entitled to the release of any Initial Liens securing the Existing Senior Notes and Subsidiary Guarantees related thereto, and provided that no Default or Event of Default has then occurred and remains continuing, the Company and the Subsidiary Guarantors may in their sole discretion request that the collateral agent release any such Lien securing the Notes, the Existing Senior Notes and such other notes and guarantees, and in such circumstances the collateral agent (or the Trustee) shall so release such Initial Liens.

(c) Notwithstanding the foregoing, the Company or any Subsidiary Guarantor may create, assume or suffer to exist Liens not otherwise permitted as described above, provided that at the time of such incurrence, assumption or sufferance, after giving effect to such Lien, the sum of outstanding Indebtedness secured by such Liens (not including Liens permitted under Section 5.1(a) above) plus all Attributable Debt in respect of Sale and Lease-Back Transactions entered into (not including Sale and Lease-Back Transactions permitted under Section 5.2(a) below), measured, in each case, at the time the Lien is incurred, does not exceed 15% of Consolidated Net Tangible Assets and Liens securing Indebtedness in excess of such amount to the extent such Lien is incurred in connection with an extension, renewal, replacement or refinancing of Indebtedness (not to exceed the principal amount of such extended, renewed, replaced or refinanced Indebtedness plus fees, expenses and premium payable thereon) secured by a Lien incurred pursuant to the provisions of this Section 5.1(c) or any previous extension, renewal, replacement or refinancing of any such Indebtedness (which extended, renewed, replaced or refinanced Indebtedness shall, for the avoidance of doubt, thereafter be included in the calculation of such amount), provided that the foregoing shall not apply to any Liens that may at any time secure any of the Existing Senior Notes.

SECTION 5.2. Limitation on Sale and Lease-Back Transactions .

(a) Other than as provided in Section 5.2(b) below, neither the Company nor any Subsidiary Guarantor will enter into any Sale and Lease-Back Transaction, unless either:

(i) the Company or such Subsidiary Guarantor would be entitled, pursuant to the provisions described in clauses (i) through (xiii) of Section 5.1(a) above, to create, assume or suffer to exist a Lien on the property to be leased without equally and ratably securing the Notes; or

(ii) an amount equal to the greater of the net cash proceeds of such sale or the fair market value of such property (in the good faith opinion of an officer of the Company) is applied within 120 days to the retirement or other discharge of its Funded Debt.

(b) Notwithstanding the restrictions set forth in Section 5.1 and Section 5.2 (a), the Company or any Subsidiary Guarantor may enter into Sale and Lease-Back Transactions not otherwise permitted as described above, provided that at the time of entering into such Sale and Lease-Back Transaction, after giving effect to such Sale and Lease-Back Transaction, the sum of outstanding Indebtedness secured by Liens (not including Liens permitted under Sections 5.1(a) and 5.1(b) above) plus all Attributable Debt in respect of Sale and Lease-Back Transactions entered into (not including Sale and Lease-Back Transactions permitted under Section 5.2(a) above), measured, in each case, at the time any such Sale and Lease-Back Transaction is entered into, does not exceed 15% of Consolidated Net Tangible Assets and Liens securing Indebtedness in excess of such amount to the extent such Lien is incurred in connection with an extension, renewal, replacement or refinancing of Indebtedness (not to exceed the principal amount of such extended, renewed, replaced or refinanced Indebtedness plus fees, expenses and premium payable thereon) secured by a Lien incurred pursuant to the provisions of this Section 5.2(b) or any previous extension, renewal or replacement or refinancing of any such Indebtedness (which extended, renewed, replaced or refinanced Indebtedness shall, for the avoidance of doubt, thereafter be included in the calculation of such amount), provided that the foregoing shall not apply to any Liens that may at any time secure any of the Existing Senior Notes.

SECTION 5.3. Guarantee .

(a) The Company shall (i) cause each domestic Subsidiary of the Company that is a guarantor of Reference Indebtedness (other than Elgin Sub, unless and until Illinois Gaming Approval is obtained, and, with respect to MDDC and MDDHC, unless and until New Jersey Gaming Approval is obtained) to become on the Issue Date or, if such Subsidiary was not a guarantor of Reference Indebtedness as of the Issue Date but thereafter becomes a guarantor of Reference Indebtedness (whether or not such Subsidiary is acquired or created after the Issue Date) and is wholly-owned, directly or indirectly, by the Company (a " Wholly-Owned Subsidiary "), at the time such Wholly-Owned Subsidiary guarantees any Reference Indebtedness, a guarantor of the obligations of the Company under this Indenture and the Notes by executing this Indenture (directly, by supplemental indenture or by a joinder agreement, a form of which is attached hereto as Exhibit II) as a Subsidiary Guarantor or by executing a Guarantee pursuant to Section 1102 of the Base Indenture, as supplemented by this Sixth Supplemental Indenture; provided that any newly created or acquired Subsidiary that requires approval from a Gaming Authority in order to execute and deliver a Guarantee shall not be required to execute and deliver such Guarantee unless and until it receives the required approval from the applicable Gaming Authority, and

shall execute and deliver the Guarantee in accordance with the provisions of this Section 5.3(a) upon receipt of approval from the applicable Gaming Authority; and *provided further* that the provision of a Guarantee by a Wholly-Owned Subsidiary after the Issue Date shall be subject to compliance with any applicable Gaming Laws and the Company agrees that (subject to Section 5.3(b)) it shall not have any such Wholly-Owned Subsidiary become a guarantor of Reference Indebtedness unless it is permitted to give such Guarantee under applicable Gaming Laws); and (ii) deliver to the Trustee an Opinion of Counsel that such Guarantee is the valid, binding and enforceable obligation of such Subsidiary Guarantor, subject to customary exceptions for bankruptcy, fraudulent transfer and equitable principles.

Notwithstanding the foregoing, for the avoidance of doubt with respect to any Subsidiary existing on the Issue Date that has executed this Sixth Supplemental Indenture as of the Issue Date but is required to obtain regulatory approval from a Gaming Authority in order to guarantee the Company's obligations under this Sixth Supplemental Indenture and the Notes (including Illinois Gaming Approval, with respect to Elgin Sub, and New Jersey Gaming Approval, with respect to MDDC and MDDHC), such Subsidiary shall not have any liability for, or be subject to any obligation to guarantee, the Company's obligations under this Sixth Supplemental Indenture or the Notes unless and until such Subsidiary receives regulatory approval from the applicable Gaming Authority. Upon the receipt of such regulatory approval from the applicable Gaming Authority, such Subsidiary shall immediately and automatically, without any further action by such Subsidiary or by the Company, be and become a Subsidiary Guarantor for all purposes under this Sixth Supplemental Indenture and the Notes, subject to, without limitation, all liabilities and obligations of Subsidiary Guarantors described under Section 1101 of the Indenture with respect to the Notes.

(b) The actions set forth in Section 5.3(a) hereof shall be taken within 10 days of the time on which any Person is required to become a Subsidiary Guarantor pursuant to such Section 5.3(a), *provided* that if such Person is not permitted to give a Guarantee under applicable Gaming Laws, then, such 10-day period shall be extended as long as necessary for the Company to, and the Company shall continue to use reasonable best efforts to, obtain the requisite approvals for such Guarantee from the applicable Gaming Authority. If any Subsidiary Guarantor no longer guarantees any Reference Indebtedness at any time, then such Subsidiary Guarantor shall be released from its obligations under its Guarantee, and the Trustee shall execute any documents reasonably required in order to evidence the release of such Subsidiary Guarantor from its obligations under its Guarantee upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such conditions to release such Guarantee have been satisfied.

(c) The Company will not permit any newly acquired or created Wholly-Owned Subsidiary to guarantee any Reference Indebtedness without making effective provision for such Wholly-Owned Subsidiary to become a Subsidiary Guarantor under this Indenture (unless such guarantee is not permitted under applicable Gaming Laws and the Company is complying with Section 5.3(b) hereof).

SECTION 5.4. Reports .

(a) Whether or not required by the Commission, so long as any Notes are outstanding, the Company shall furnish to the Trustee within 15 calendar days after the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Company's independent registered public accounting firm; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports (it being understood that the availability of such information or report on the Commission's EDGAR service (or any successor thereto) shall be deemed to satisfy the Company's obligation to furnish the information or report referenced in clauses (a)(1) and (a)(2) of this Section 5.4 to the Trustee).

(b) In addition, whether or not required by the Commission, the Company will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the Commission's rules and regulations (unless the Commission will not accept such a filing) and make such information available to securities analysts and prospective investors upon request.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports, information and documents shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on the Officer's Certificate described in Section 1004 of the Base Indenture). The Trustee is under no duty to examine such reports, information or documents to ensure compliance with the provisions of this Sixth Supplemental Indenture or to ascertain the correctness or accuracy of the information or the statements contained therein. The Trustee is entitled to assume such compliance and correctness unless an Officer of the Trustee is informed in writing otherwise.

ARTICLE SIX

GUARANTEE OF NOTES

SECTION 6.1. Guarantees.

(a) Section 1111 of the Base Indenture shall be amended as follows solely for the benefit of the Holders of the Notes; *provided* that this Article Six shall not become part of the terms of any other series of Securities:

(i) the second paragraph shall be superseded in its entirety by the following language:

"Notwithstanding the foregoing, in the event of (a) a sale or other disposition of all or substantially all of the assets of any Subsidiary Guarantor, by way of merger, consolidation or otherwise or (b) a sale or other disposition of all or substantially all of the capital stock of any Subsidiary Guarantor, then the Subsidiary Guarantor (in the event of a sale or other disposition, by way of such a merger, consolidation or otherwise, of all or substantially all of the capital stock of such Subsidiary Guarantor) or the corporation acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of the Subsidiary Guarantor) will be released and relieved of any obligations under its Guarantee, except in the event of a sale or other disposition to the Company or any other Subsidiary Guarantor."; and

(ii) the following language shall be added to the end of the third paragraph:

"Notwithstanding the foregoing, any Subsidiary Guarantor will automatically be released from all obligations under its Guarantee, and such Guarantee shall thereupon terminate and be discharged and of no further force and effect, upon the merger or consolidation of any Subsidiary Guarantor with and into the Company or another Subsidiary Guarantor that is the surviving Person in such merger or consolidation, or upon the liquidation or dissolution of such Subsidiary Guarantor following the transfer of all of its assets to the Company or another Subsidiary Guarantor."

(b) Section 1102 of the Base Indenture shall be superseded in its entirety by the following language with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Section 1102 shall not become part of the terms of any other series of Securities:

"Section 1102. Execution and Delivery of Guarantee

To evidence its Guarantee set forth in Section 1101, each of the Subsidiary Guarantors agrees that this Indenture is executed on behalf of such Subsidiary Guarantor by a duly authorized officer.

Each of the Subsidiary Guarantors agrees that its Guarantee set forth in Section 1101 shall remain in full force and effect and apply to all the Securities notwithstanding any failure to endorse on each Note a notation of such Guarantee.

If an Officer whose facsimile signature is on a Note no longer holds that office at the time the Trustee authenticates the Note on which a Guarantee is endorsed, the Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in this Indenture on behalf of the Subsidiary Guarantors."

ARTICLE SEVEN

REMEDIES

SECTION 7.1. Events of Default.

Section 501 of the Base Indenture shall be superseded in its entirety by the following language with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Article Seven shall not become part of the terms of any other series of Securities:

Section 501. Events of Default.

"Event of Default" wherever used herein with respect to the Notes means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law, pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest upon the Notes when it becomes due and payable, and continuance of such default for a period of 30 calendar days; or

(b) default in the payment of principal of (or premium, if any, on) the Notes at their Maturity (upon acceleration, optional or mandatory redemption or otherwise); or

(c) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section 501 specifically dealt with), and continuance of such default or breach for a period of 60 calendar days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a " Notice of Default " hereunder; or

(d) the acceleration of the maturity of any Indebtedness of the Company or any Subsidiary Guarantor (other than Non-recourse Indebtedness), at any time, in an amount in excess of the greater of (i) $250,000,000 and (ii) 5% of Consolidated Net Tangible Assets, if such acceleration is not annulled within 30 calendar days after written notice to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes; or

(e) entry of final judgments against the Company or any Subsidiary Guarantor which remain undischarged for a period of 60 days, provided that the aggregate of all such judgments exceeds $250,000,000 and judgments exceeding $250,000,000 remain undischarged for 60 calendar days after written notice to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes; or

(f) the entry of a decree or order for relief in respect of the Company or any Significant Subsidiary by a court having jurisdiction in the premises in an involuntary case under the federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or a decree or order adjudging the Company or any Significant Subsidiary a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or any Significant Subsidiary under any applicable federal or state law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or any Significant Subsidiary or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive calendar days; or

(g) the commencement by the Company or any Significant Subsidiary of a voluntary case under the federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or any Significant Subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of its creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company or any Significant Subsidiary in furtherance of any such action.

Notwithstanding clause (c) of the definition of "Event of Default" or any other provision of the Indenture, except as provided in the final sentence of this paragraph, the sole remedy for any failure to comply by the Company with Section 5.4 shall be the payment of liquidated damages as described in the following sentence,

such failure to comply shall not constitute an Event of Default, and holders of the Notes shall not have any right under the Indenture or the Notes to accelerate the maturity of the Notes as a result of any such failure to comply. If a failure to comply by the Company with Section 5.4 continues for 60 days after the Company receives notice of such failure to comply in accordance with clause (c) of the definition of "Event of Default" (such notice, the "Reports Default Notice"), and is continuing on the 60th day following the Company's receipt of the Reports Default Notice, the Company will pay liquidated damages to all holders of Notes at a rate per annum equal to 0.25% of the principal amount of the Notes from the 60th day following the Company's receipt of the Reports Default Notice to but not including the earlier of (x) the 121st day following the Company's receipt of the Reports Default Notice and (y) the date on which the failure to comply by the Company with Section 5.4 shall have been cured or waived. On the earlier of the date specified in the immediately preceding clauses (x) and (y), such liquidated damages will cease to accrue. If the failure to comply by the Company with Section 5.4 shall not have been cured or waived on or before the 121st day following the Company's receipt of the Reports Default Notice, then the failure to comply by the Company with Section 5.4 shall on such 121st day constitute an Event of Default. A failure to comply with Section 5.4 automatically shall cease to be continuing and shall be deemed cured at such time as the Company furnishes to the Trustee the applicable information or report (it being understood that the availability of such information or report on the Commission's EDGAR service (or any successor thereto) shall be deemed to satisfy the Company's obligation to furnish such information or report to the Trustee).

ARTICLE EIGHT

SATISFACTION AND DISCHARGE

SECTION 8.1. Satisfaction and Discharge.

Article IV of the Base Indenture shall be superseded in its entirety by the following language with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Article Eight shall not become part of the terms of any other series of Securities:

Section 401. Satisfaction and Discharge of Indenture.

This Indenture shall, upon Company Request, cease to be of further effect with respect to the Notes (except as to any surviving rights of registration of transfer or exchange of the Notes herein expressly provided for and rights to receive payments of principal (and premium, if any) and interest on the Notes) and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when:

(a) either

(i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306, and (y) Notes the payment for which money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(ii) all Notes not theretofore delivered to the Trustee for cancellation,

(1) have become due and payable, or

(2) will become due and payable at their Stated Maturity within one year, or

(3) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice by the Trustee in the name, and at the expense, of the Company;

(b) the Company, in the case of subclause (2) or (3) of clause (a)(ii) of this Section 401, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose an amount sufficient to pay and discharge the entire Indebtedness on such Notes for principal (and premium, if any) and interest to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be; provided, however, in the event a petition for relief under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, is filed with respect to the Company within 91 days after the deposit and the Trustee is required to return the deposited money to the Company, the obligations of the Company under this Indenture with respect to such Notes shall not be deemed terminated or discharged;

(c) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(d) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 607, the obligations of the Company to any authenticating agent hereunder, the obligations of the Company under Section 1001, and, if money shall have been deposited with the Trustee pursuant to clause (b) of this Section, the obligations of the Trustee under Section 606 (until payments are made by the Trustee thereunder) and the last paragraph of Section 1003 shall survive.

Section 402. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Section 401 shall be held in trust and applied by it, in accordance with the provisions of the Notes, and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Company may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee.

Section 403. Applicability of this Article.

Except as otherwise provided in Section 404, the Company may terminate its obligations under the Notes and this Indenture as set forth in Section 404.

Section 404. Defeasance upon Deposit of Moneys or U.S. Government Obligations.

At the Company's option, either (x) the Company shall be deemed to have been Discharged (as defined below) from its obligations with respect to Notes and the Subsidiary Guarantors shall be deemed to have been discharged from their obligations under their Guarantees in respect of the Notes ("legal defeasance option") or (y) the Company shall cease to be under any obligation to comply with any term, provision or condition set forth in Article VIII and Section 1004, and Sections 5.1, 5.2 and 5.3

of the Sixth Supplemental Indenture with respect to Notes and the Subsidiary Guarantors shall cease to be under any obligation to comply with any term, provision or condition set forth in Section 1111 (or comparable provisions of its Guarantee if not set forth in Article XI) with respect to their Guarantees in respect of the Notes (" covenant defeasance option ") at any time after the applicable conditions set forth below have been satisfied:

(a) The Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes (i) money in an amount, or (ii) U.S. Government Obligations (as defined below) which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination of items (i) and (ii), sufficient, in the opinion (with respect to items (i) and (ii)) of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including any mandatory sinking fund payments) of and premium, if any, and interest on, the outstanding Notes on the dates such installments of interest or principal and premium are due;

(b) Such deposit shall not cause the Trustee to have a conflicting interest as defined in Section 608 and for purposes of the TIA;

(c) Such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company or any Subsidiary Guarantor is a party or by which it is bound;

(d) If the Notes are then listed on any national securities exchange, the Company shall have delivered to the Trustee an Opinion of Counsel or a letter or other document from such exchange to the effect that the Company's exercise of its option under this Section 404 would not cause such Notes to be delisted;

(e) No Event of Default or Default shall have occurred and be continuing on the date of such deposit and, with respect to the legal defeasance option only, no Event of Default under Section 501(f) or Section 501(g) or event which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 501(f) or Section 501(g) shall have occurred and be continuing on the 91st day after such date;

(f) The Company shall have delivered to the Trustee an Opinion of Counsel or a ruling from the Internal Revenue Service to the effect that the Holders of the Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit, defeasance or Discharge. Notwithstanding the foregoing, if the Company exercises its covenant defeasance option and an Event of Default under Section 501(f) or Section 501(g) or event which, with the giving of notice or lapse of time, or both, would become an Event of Default under Section 501(f) or Section 501(g) shall have occurred and be continuing on the 91st day after the date of such deposit, the obligations of the Company and the Subsidiary Guarantors referred to under the definition of covenant defeasance option with respect to such Notes shall be reinstated; and

(g) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the legal defeasance or the covenant defeasance, as the case may be, have been complied with.

" Discharged " means that the Company and the Subsidiary Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by, and obligations under, the Notes and the Guarantees in respect of the Notes and to have satisfied all the obligations under this Indenture in respect of the Notes (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), except (i) the rights of Holders of Notes to receive, from the trust fund described in clause (a) above, payment of the principal of (and premium, if any) and interest on such Notes when such payments are due, (ii) the Company's obligations with respect to the Notes under Sections 304, 305, 306, 405 and 1002 and (iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder.

" U.S. Government Obligations " means securities that are (i) direct obligations of the United States for the payment of which its full faith and credit is pledged, or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case under clause (i) or (ii), are not callable or redeemable at the option of the issuer thereof prior to the final Maturity Date of the Notes, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the Holder of a depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the Holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

Section 405. Deposited Moneys and U.S. Government Obligations to be Held in Trust .

All moneys and U.S. Government Obligations deposited with the Trustee pursuant to Section 404 in respect of Notes shall be held in trust and applied by it, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Notes, of all sums due and to become due thereon for principal (and premium, if any) and interest, if any, but such money need not be segregated from other funds except to the extent required by law.

The Company shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 404 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Section 406. Repayment to Company .

The Trustee and any Paying Agent shall promptly pay or return to the Company upon Company Request any moneys or U.S. Government Obligations held by them at any time that are not required for the payment of the principal of (and premium, if any) and interest on the Notes for which money or U.S. Government Obligations have been deposited pursuant to Section 404.

The provisions of the last paragraph of Section 1003 shall apply to any money held by the Trustee or any Paying Agent under this Article that remains unclaimed for two years after the Maturity of any Notes for which money or U.S. Government Obligations have been deposited pursuant to Section 404.

ARTICLE NINE

SUPPLEMENTAL INDENTURES

SECTION 9.1. Supplemental Indentures Without Consent of Holders.

Section 901 of the Base Indenture shall be amended by adding the following language to the end of clause (5) with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Article Nine shall not become part of the terms of any other series of Securities:

"or to release any Subsidiary Guarantors from Guarantees as provided by the terms of this Indenture"

Section 901 of the Base Indenture shall be further amended removing "and" from the end of clause (16), replacing the "." with a ";" at the end of clause (17) and by adding the following language with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Article Nine shall not become part of the terms of any other series of Securities:

"(18) to conform the text of this Indenture or the Notes to any provision of the "Description of Notes" section of the prospectus supplement, dated June 14, 2018, to the extent that such provision in such "Description of Notes" section was intended to be a verbatim, or substantially verbatim, recitation of a provision of this Indenture or the Notes."

SECTION 9.2. Supplemental Indentures With Consent of Holders.

Section 902 of the Base Indenture shall be amended by adding the following language to the end of clause (1) with respect to, and solely for the benefit of the Holders of the Notes; *provided* that this Article Nine shall not become part of the terms of any other series of Securities:

", or reduce the principal amount thereof or the rate (or extend the time for payment) of interest thereon or any premium payable upon redemption thereof, or change the currency in which the principal of (and premium, if any) or interest on such Security is denominated or payable, or impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity thereof (including, in the case of redemption, on or after the Redemption Date), or alter any redemption provisions in a manner adverse to the Holders of Notes or release any Subsidiary Guarantor under any Guarantee (except in accordance with the terms of the Indenture or the Guarantee) or collateral, if any, securing the Notes (except in accordance with the terms of the Indenture or the documents governing such collateral, if any)"

ARTICLE TEN

MISCELLANEOUS

SECTION 10.1. Effect of Sixth Supplemental Indenture .

(1) This Sixth Supplemental Indenture is a supplemental indenture within the meaning of Section 901 of the Base Indenture, and the Base Indenture shall be read together with this Sixth Supplemental Indenture and shall have the same effect over the Notes, in the same manner as if the provisions of the Base Indenture and this Sixth Supplemental Indenture were contained in the same instrument.

(2) In all other respects, the Base Indenture is confirmed by the parties hereto as supplemented by the terms of this Sixth Supplemental Indenture.

SECTION 10.2. Effect of Headings .

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10.3. Successors and Assigns .

All covenants and agreements in this Sixth Supplemental Indenture by the Company, the Guarantors, the Trustee and the Holders shall bind their successors and assigns, whether so expressed or not.

SECTION 10.4. Severability Clause .

In case any provision in this Sixth Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.5. Benefits of Sixth Supplemental Indenture .

Nothing in this Sixth Supplemental Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, any benefit or any legal or equitable right, remedy or claim under this Sixth Supplemental Indenture.

SECTION 10.6. Conflict .

In the event that there is a conflict or inconsistency between the Base Indenture and this Sixth Supplemental Indenture, the provisions of this Sixth Supplemental Indenture shall control; *provided* , *however* , if any provision hereof limits, qualifies or conflicts with another provision herein or in the Base Indenture, in either case, which is required or deemed to be included in this Sixth Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required or deemed provision shall control.

SECTION 10.7. Governing Law .

THIS SIXTH SUPPLEMENTAL INDENTURE AND THE NOTES GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEVADA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SIXTH SUPPLEMENTAL INDENTURE, THE NOTES OR THE GUARANTEES.

SECTION 10.8. Trustee .

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Sixth Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Company.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed on the date and year first written above.

MGM RESORTS INTERNATIONAL

By: /s/ Daniel J. D’Arrigo
Name: Daniel J. D’Arrigo
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Sixth Supplemental Indenture]

1. 550 LEASING COMPANY II, LLC, a Nevada limited liability company
2. AC HOLDING CORP., a Nevada corporation
3. AC HOLDING CORP. II, a Nevada corporation
4. ARENA LAND HOLDINGS, LLC, a Nevada limited liability company
5. ARIA RESORT & CASINO, LLC, a Nevada limited liability company
6. BEAU RIVAGE RESORTS, LLC., a Mississippi limited liability company
7. BELLAGIO, LLC, a Nevada limited liability company
8. CIRCUS CIRCUS CASINOS, INC., a Nevada corporation
9. CITYCENTER FACILITIES MANAGEMENT, LLC, a Nevada limited liability company
10. CITYCENTER REALTY CORPORATION, a Nevada corporation
11. CITYCENTER RETAIL HOLDINGS MANAGEMENT, LLC, a Nevada limited liability company
12. DESTRON, INC., a Nevada corporation
13. DIAMOND GOLD, INC., a Nevada corporation
14. GOLD STRIKE L.V., a Nevada partnership

By: M.S.E. Investments, Incorporated
Its: Partner
By: Diamond Gold, Inc.
Its: Partner

15. GRAND GARDEN ARENA MANAGEMENT, LLC, a Nevada limited liability company
16. GRAND LAUNDRY, INC., a Nevada corporation
17. LAS VEGAS ARENA MANAGEMENT, LLC, a Nevada limited liability company
18. LV CONCRETE CORP., a Nevada corporation
19. MAC, CORP., a New Jersey corporation
20. MANDALAY BAY, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

21. MANDALAY EMPLOYMENT, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

22. MANDALAY PLACE, LLC, a Nevada limited liability company
23. MANDALAY RESORT GROUP, a Nevada corporation
24. MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company
25. MARINA DISTRICT DEVELOPMENT HOLDING CO., LLC, a New Jersey limited liability company

By: MAC, Corp.
Its: Managing Member

26. METROPOLITAN MARKETING, LLC, a Nevada limited liability company
27. MGM CC, LLC, a Nevada limited liability company
28. MGM Elgin Sub, Inc., a Nevada corporation
29. MGM GRAND CONDOMINIUMS, LLC, a Nevada limited liability company
30. MGM GRAND CONDOMINIUMS II, LLC, a Nevada limited liability company
31. MGM GRAND CONDOMINIUMS III, LLC, a Nevada limited liability company
32. MGM GRAND DETROIT, INC., a Delaware corporation
33. MGM GRAND HOTEL, LLC, a Nevada limited liability company
34. MGM HOSPITALITY, LLC, a Nevada limited liability company
35. MGM INTERNATIONAL, LLC, a Nevada limited liability company
36. MGM LESSEE, LLC, a Delaware limited liability company
37. MGM PUBLIC POLICY, LLC, a Nevada limited liability company
38. MGM RESORTS ADVERTISING, INC., a Nevada corporation
39. MGM RESORTS ARENA HOLDINGS, LLC, a Nevada limited liability company
40. MGM RESORTS AVIATION CORP., a Nevada corporation
41. MGM RESORTS CORPORATE SERVICES, a Nevada corporation
42. MGM RESORTS DESIGN & DEVELOPMENT, a Nevada corporation
43. MGM RESORTS DEVELOPMENT, LLC, a Nevada limited liability company
44. MGM RESORTS FESTIVAL GROUNDS, LLC, a Nevada limited liability company
45. MGM RESORTS FESTIVAL GROUNDS II, LLC, a Nevada limited liability company
46. MGM RESORTS GLOBAL DEVELOPMENT, LLC, a Nevada limited liability company
47. MGM RESORTS INTERACTIVE, LLC, a Nevada limited liability company
48. MGM RESORTS INTERNATIONAL MARKETING, INC., a Nevada corporation
49. MGM RESORTS INTERNATIONAL OPERATIONS, INC., a Nevada corporation
50. MGM RESORTS LAND HOLDINGS, LLC, a Nevada limited liability company
51. MGM RESORTS MANUFACTURING CORP., a Nevada corporation
52. MGM RESORTS MISSISSIPPI, LLC, a Mississippi limited liability company
53. MGM RESORTS REGIONAL OPERATIONS, LLC, a Nevada limited liability company
54. MGM RESORTS RETAIL, a Nevada corporation
55. MGM RESORTS SUB 1, LLC, a Nevada limited liability company
56. MGM RESORTS SUB A, LLC, a Nevada limited liability company
57. MGM RESORTS SUB B, LLC, a Nevada limited liability company
58. MGM RESORTS VENUE MANAGEMENT, LLC, a Nevada limited liability company
59. MGM SPRINGFIELD, LLC, a Massachusetts limited liability company
60. MH, INC., a Nevada corporation
61. M.I.R. TRAVEL, a Nevada corporation
62. MIRAGE LAUNDRY SERVICES CORP., a Nevada corporation
63. MIRAGE RESORTS, LLC, a Nevada limited liability company

By: MGM Resorts International
Its: Sole Member

64. MMNY LAND COMPANY, INC., a New York corporation
65. M.S.E. INVESTMENTS, INCORPORATED, a Nevada corporation
66. NEW CASTLE, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

67. NEW YORK-NEW YORK HOTEL & CASINO, LLC, a Nevada limited liability company
68. NEW YORK-NEW YORK TOWER, LLC, a Nevada limited liability company
69. PARK DISTRICT HOLDINGS, LLC, a Nevada limited liability company
70. PARK THEATER, LLC, a Nevada limited liability company
71. PRMA, LLC, a Nevada limited liability company
72. PRMA LAND DEVELOPMENT COMPANY, a Nevada corporation
73. PROJECT CC, LLC, a Nevada limited liability company
74. RAMPARTS, LLC, a Nevada limited liability company

By: Mandalay Resort Group
Its: Sole Member

75. SIGNATURE TOWER I, LLC, a Nevada limited liability company
76. SIGNATURE TOWER 2, LLC, a Nevada limited liability company
77. SIGNATURE TOWER 3, LLC, a Nevada limited liability company
78. THE MIRAGE CASINO-HOTEL, LLC, a Nevada limited liability company
79. THE SIGNATURE CONDOMINIUMS, LLC, a Nevada limited liability company
80. TOWER B, LLC, a Nevada limited liability company
81. TOWER C, LLC, a Nevada limited liability company
82. VDARA CONDO HOTEL, LLC, a Nevada limited liability company
83. VENDIDO, LLC, a Nevada limited liability company
84. VICTORIA PARTNERS, a Nevada partnership

By: MGM Resorts International
Its: Managing Partner

85. VIDIAD, a Nevada corporation
86. VINTAGE LAND HOLDINGS, LLC, a Nevada limited liability company
87. VINTAGE LAND HOLDINGS II, LLC, a Nevada limited liability company

[The remainder of this page is intentionally left blank.
Signature on the following page.]

By: /s/ Andrew Hagopian III

Name: Andrew Hagopian III

Title: Secretary or Attorney-in-Fact, as applicable, of each of the foregoing

[Signature Page to Sixth Supplemental Indenture]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President

[Signature Page to Sixth Supplemental Indenture]

EXHIBIT I

FORM OF GLOBAL NOTE

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREIN AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE

MGM RESORTS INTERNATIONAL

5.750% Senior Note Due June 15, 2025

No. $[ ]

MGM RESORTS INTERNATIONAL, a Delaware corporation (the "Company"), promises to pay to Cede & Co. or its registered assigns, the principal sum of [ ] in U.S. Dollars on June 15, 2025.

Interest Payment Dates:	June 15 and December 15
Record Dates:	June 1 and December 1

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

MGM RESORTS INTERNATIONAL

By ______________________________

Name: Daniel J. D’Arrigo

Title: Executive Vice President and Chief Financial Officer

[Authentication Page to Follow]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

By ________________________________
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

5.750% Senior Note Due June 15, 2025

1. INTEREST

MGM RESORTS INTERNATIONAL, a Delaware corporation (the " ***Company*** "), promises to pay interest on the principal amount of this Note at the rate per annum shown above.

The Company shall pay interest semi-annually in arrears on June 15 and December 15 of each year commencing on December 15, 2018. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 18, 2018, [1] with respect to this Note. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. METHOD OF PAYMENT

The Company shall pay interest (except defaulted interest) on the Notes to the Persons who are registered Holders of Notes at the close of business on the June 1 and December 1 immediately preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, all payments in respect of this Note (including principal, premium, if any, and interest) must be made by wire transfer of immediately available funds to the accounts specified by the Holder hereof.

3. PAYING AGENT AND REGISTRAR

Initially, U.S. BANK NATIONAL ASSOCIATION (the " Trustee ") shall act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent or Registrar without notice to the Holders. The Company or any domestically organized Subsidiary may act as Paying Agent or Registrar.

4. INDENTURE

The Company issued the Notes under an indenture dated as of March 22, 2012 (the " Base Indenture "), as amended by the Sixth Supplemental Indenture dated as of June 18, 2018 (the " Sixth Supplemental Indenture " and, together with the Base Indenture, the " Indenture "), among the Company, the Subsidiary Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the TIA. Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of those terms.

The Notes are unsecured senior obligations of the Company. Subject to the conditions set forth in the Indenture, the Company may issue Additional Notes in an unlimited principal amount. This Note is one of the Notes referred to in the Indenture. The Notes include the Initial Notes and the Additional Notes. The Initial Notes and the Additional Notes are treated as a single class of Notes under the Indenture. The Subsidiary Guarantors have, jointly and severally, unconditionally guaranteed the guaranteed obligations on a senior unsecured basis pursuant to the terms of the Indenture.

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1 With respect to Initial Notes issued on the Issue Date.

5. OPTIONAL REDEMPTION; MANDATORY DISPOSITION PURSUANT TO GAMING LAWS

The Notes are redeemable at the option of the Company, in whole or in part, at any time prior to March 15, 2025 (the date that is three months prior to the maturity date of the Notes), at a redemption price (the " Redemption Price ") equal to the greater of:

- 100% of the principal amount of the Notes to be redeemed; or
- as determined by an Independent Investment Banker, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 50 basis points,

plus, in either of the above cases, accrued and unpaid interest to the Redemption Date on the Notes to be redeemed. The Notes are redeemable by the Company, in whole or in part, at any time on or after March 15, 2025 (the date that is three months prior to the maturity date of the Notes) at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the date of redemption on the Notes to be redeemed.

" Adjusted Treasury Rate " means, with respect to any Redemption Date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or
- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

The Adjusted Treasury Rate shall be calculated by an Independent Investment Banker on the third Business Day preceding the preceding the Redemption Date or, in the case of a satisfaction and discharge or a defeasance, on the third Business Day prior to the date on which the Company deposits the amount required under this Sixth Supplemental Indenture most nearly equal to the period from the Redemption Date to the Maturity Date.

" Comparable Treasury Issue " means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such securities (" Remaining Life ").

" Comparable Treasury Price " means (1) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

" Independent Investment Banker " means one of the Reference Treasury Dealers appointed by the Company.

" Reference Treasury Dealer " means any primary U.S. Government securities dealer in New York City selected by the Company.

" Reference Treasury Dealer Quotations " means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

The rights of each Holder or beneficial owner of Notes are subject to the Gaming Laws and requirements of the Gaming Authorities. Notwithstanding any other provision of the Indenture, if any Gaming Authority requires that a Holder or beneficial owner of Notes of a Holder must be licensed, qualified or found suitable under any Gaming Law, such Holder or such beneficial owner shall apply for a license, qualification or a finding of suitability, as the case may be, within the required time period. If such person fails to apply or become licensed or qualified or is not found suitable (in each case, a " failure of compliance "), the Company shall have the right, at its option, (i) to require such Holder or owner to dispose of such Holder's or beneficial owner's Notes within 30 days of receipt of notice of the Company's election or such earlier date as may be requested or prescribed by such Gaming Authority, or (ii) to redeem such Notes, which Redemption Date may be less than 30 days following the notice of redemption if so requested or prescribed by the Gaming Authority, at a redemption price equal to (a) the lesser of (1) the Holder's cost, plus accrued and unpaid interest, if any, to the earlier of the Redemption Date or the date of the finding of unsuitability or failure to comply and (2) 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the earlier of the Redemption Date and the date of the finding of unsuitability or failure to comply or (b) such other amount as may be required by applicable Gaming Laws or by order of any Gaming Authority. The Company shall notify the Trustee in writing of any such failure of compliance or redemption as soon as practicable. The Company shall not be responsible for any costs or expenses any such Holder or beneficial owner may incur in connection with its application for a license, qualification or finding of suitability. Immediately upon the imposition of a requirement to dispose of the Notes by a Gaming Authority, such Holder or beneficial owner shall, to the extent required by applicable Gaming Laws, have no further right (i) to exercise, directly or indirectly, through any trustee, nominee or any other person or entity, any right conferred by the Notes, or (ii) to receive any remuneration in any form with respect to the Notes from the Company or the Trustee, except the redemption price.

6. NOTICES OF REDEMPTION

Notices of redemption shall be mailed by first-class mail at least 30 (unless a shorter notice is acceptable to the Trustee) days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at its registered address all in accordance with the Indenture. Any notice to Holders of Notes of a redemption will state, among other things, the redemption price (or how the redemption price will be calculated if not a fixed amount or subject to change) and date. A notice of redemption may provide that the optional redemption described in such notice is conditioned upon the occurrence of certain events before the Redemption Date. Such notice of conditional redemption will be of no effect unless all such conditions to the redemption have occurred before the Redemption Date or have been waived the Company. If any of such events fail to occur and are not waived by the Company, the Company shall be under no obligation to redeem the Notes or pay the Holders any redemption proceeds and the Company's failure to redeem the Notes shall not be considered a default or an Event of Default. If less than all of the Notes are to be redeemed at any time (other than pursuant to paragraph 5 above) the particular Notes to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the outstanding Notes not previously called for redemption, consistent with the procedures of DTC. On and after the Redemption Date, interest ceases to accrue on Notes or portions of them called for redemption.

7. DENOMINATIONS; TRANSFER; EXCHANGE

The Notes are in registered form without coupons in denominations of $2,000 and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate transfer documents and to pay any taxes required by law or permitted by the Indenture. The Registrar shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 calendar days before the day of any selection of Notes for redemption and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

8. PERSONS DEEMED OWNERS

The registered Holder of this Note may be treated as the owner of it for all purposes.

9. UNCLAIMED MONEY

If money for the payment of principal or interest remains unclaimed for two years, the Paying Agent shall pay the money back to the Company at its request, or if then held by the Company or a domestic Subsidiary, shall be discharged from such trust (unless an abandoned property law designates another Person for payment thereof). After any such payment, Holders entitled to the money must look only to the Company for payment thereof, and all liability of the Paying Agent with respect to such money, and all liability of the Company or such permitted Subsidiary as trustee thereof, shall thereupon cease.

10. DISCHARGE AND DEFEASANCE

Subject to certain conditions set forth in the Indenture, the Company at any time may terminate some or all of its obligations under the Indenture with respect to the Notes if, among other things, the Company deposits with the Trustee funds for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

11. AMENDMENT, WAIVER

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Notes at the time outstanding. The Indenture also contains provisions, with certain exceptions as therein provided, permitting the Holders of a majority in principal amount of the Notes at the time outstanding, on behalf of the Holders of all such Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. The Indenture also permits certain other amendments, modifications or waivers thereof only with the consent of all affected Holders of the Notes, while certain other amendments or modifications may be made without the consent of any Holders of Notes. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note. The right of any Holder of a Note (or such Holder's duly designated proxy) to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Company to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of Notes as of a date set by the Company and identified by the Trustee in a notice furnished to Holders of the Notes in accordance with the terms of the Indenture.

12. DEFAULTS AND REMEDIES

Events of Default are set forth in the Indenture. If an Event of Default shall have occurred and be continuing, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes may declare the principal of, premium, if any, and accrued interest on all the Notes to be due and payable by notice in writing to the Company and, if given by the Holders, to the Trustee, specifying the respective Events of Default, and the same shall become immediately due and payable.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of principal, premium, if any, or interest) if and so long as a committee of its Trust Officers in good faith determines that withholding notice is in the interest of the Holders.

Notwithstanding clause (c) of the definition of "Event of Default" in the Indenture or any other provision of the Indenture, except as provided in the final sentence of this paragraph, the sole remedy for any failure to comply by the Company with Section 5.4 of the Indenture shall be the payment of liquidated damages as described in the following sentence, such failure to comply shall not constitute an Event of Default, and holders of the Notes shall not have any right under the Indenture or the Notes to accelerate the maturity of the Notes as a result of any such failure to comply. If a failure to comply by the Company with Section 5.4 of the Indenture continues for 60 days after the Company receives notice of such failure to comply in accordance with clause (c) of the definition of "Event of Default" in the Indenture (such notice, the " Reports Default Notice "), and is continuing on the 60th day following the Company's receipt of the Reports Default Notice, the Company will pay liquidated damages to all holders of Notes at a rate per

annum equal to 0.25% of the principal amount of the Notes from the 60th day following the Company's receipt of the Reports Default Notice to but not including the earlier of (x) the 121st day following the Company's receipt of the Reports Default Notice and (y) the date on which the failure to comply by the Company with Section 5.4 of the Indenture shall have been cured or waived. On the earlier of the date specified in the immediately preceding clauses (x) and (y), such liquidated damages will cease to accrue. If the failure to comply by the Company with Section 5.4 of the Indenture shall not have been cured or waived on or before the 121st day following the Company's receipt of the Reports Default Notice, then the failure to comply by the Company with Section 5.4 of the Indenture shall on such 121st day constitute an Event of Default. A failure to comply with Section 5.4 of the Indenture automatically shall cease to be continuing and shall be deemed cured at such time as the Company furnishes to the Trustee the applicable information or report (it being understood that the availability of such information or report on the Commission's EDGAR service (or any successor thereto) shall be deemed to satisfy the Company's obligation to furnish such information or report to the Trustee).

13. TRUSTEE DEALINGS WITH THE COMPANY

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

14. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS

No past, present or future director, officer, employee, stockholder or incorporator, as such, of the Company or any successor corporation shall have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. GOVERNING LAW

THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

16. AUTHENTICATION

This Note endorsed hereon shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

17. ABBREVIATIONS

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

18. CUSIP NUMBERS

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

MGM RESORTS INTERNATIONAL
3600 Las Vegas Boulevard South, Las Vegas, Nevada 89109
Attention of Secretary

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint ____________________agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: __________________Your Signature: ___________________________

Signature Guarantee: ____

(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

Sign exactly as your name appears on the other side of this Note.

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

FORM OF INSTRUMENT OF JOINDER

(INDENTURES)

THIS INSTRUMENT OF JOINDER (“ ***Joinder*** ”) is executed as of , by the undersigned Subsidiaries of MGM RESORTS INTERNATIONAL (“ ***MGM*** ”) (the undersigned, the “ ***Joining Parties*** ”), with reference to the following guaranties:

1. Guarantee of 7.00% Debentures Due 2036 . The Guarantee dated as of April 25, 2005, made by MGM and certain subsidiaries of MGM in favor of Wells Fargo Bank (Colorado), N.A. (the “ ***7.00% Debentures Guarantee*** ”), for the Holders of Mandalay’s 7.00% Debentures due 2036 issued pursuant to the Supplemental Indenture dated as of November 15, 1996 to the Indenture dated as of November 15, 1996, between Mandalay and Wells Fargo Bank (Colorado), N.A., as Trustee.

2. Guarantee of 8.625% Senior Notes Due 2019. The Subsidiary Guarantee dated as of January 17, 2012 made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the “ ***8.625% Guarantee*** ”), for the holders of MGM’s 8.625% Senior Notes due 2019 issued pursuant to the Indenture dated as of January 17, 2012 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

3. Guarantee of 7.75% Senior Notes Due 2022. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the “ ***7.75% Guarantee*** ”), for the holders of MGM’s 7.75% Senior Notes due 2022 issued pursuant to the base indenture dated as of March 22, 2012 (the “ ***Base Indenture*** ”) between MGM and U.S. Bank National Association, as Trustee, as supplemented by the First Supplemental Indenture, dated as of March 22, 2012 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

4. Guarantee of 6.75% Senior Notes Due 2020. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the “ ***2012 6.75% Guarantee*** ”), for the holders of MGM’s 6.75% Senior Notes due 2020 issued pursuant to the Indenture dated as of September 19, 2012 between MGM and U.S. Bank National Association, as Trustee.

5. Guarantee of 5.250% Senior Notes Due 2020. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the “ ***5.250% Guarantee*** ”), for the holders of MGM’s 5.250% Senior Notes due 2020 issued pursuant to the Indenture dated as of March 22, 2012 between MGM and U.S. Bank National Association, as Trustee, as supplemented by the Third Supplemental Indenture, dated as of December 19, 2013 among MGM Resorts International, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

6. Guarantee of 6.000% Senior Notes Due 2023. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the “ ***6.000% Guarantee*** ”), for the holders of MGM’s 6.000% Senior Notes due 2023 issued pursuant to the Indenture dated as of March 22, 2012 between MGM and U.S. Bank National Association, as Trustee, as supplemented by the Fourth Supplemental Indenture, dated as of November 25, 2014 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

7. Guarantee of 6.625% Senior Notes Due 2021. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the " ***December 6.625% Guarantee*** "), for the holders of MGM's 6.625% Senior Notes due 2021 issued pursuant to the Indenture dated as of March 22, 2012 between MGM and U.S. Bank National Association, as Trustee, as supplemented by the Second Supplemental Indenture, dated as of December 20, 2012 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

8. Guarantee of 4.625% Senior Notes Due 2026. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the " ***4.625% Guarantee*** "), for the holders of MGM's 4.625% Senior Notes due 2026 issued pursuant to the Indenture dated as of March 22, 2012 between MGM and U.S. Bank National Association, as Trustee, as supplemented by the Fifth Supplemental Indenture, dated as of August 19, 2016 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee.

9. Guarantee of 5.750% Senior Notes Due 2025. The Guarantee made by certain subsidiaries of MGM in favor of U.S. Bank National Association (the " ***5.750% Guarantee*** "), for the holders of MGM's 5.750% Senior Notes due 2025 issued pursuant to the Indenture dated as of March 22, 2012 between MGM and U.S. Bank National Association, as Trustee, as supplemented by the Sixth Supplemental Indenture, dated as of June 18, 2018 among MGM, the subsidiary guarantors party thereto and U.S. Bank National Association, as Trustee (the " ***5.750% Indenture*** ").

(The 7.00% Debentures Guarantee, the 8.625% Guarantee, the 7.75% Guarantee, the 2012 6.75% Guarantee, the 5.250% Guarantee, the 6.000% Guarantee, the December 6.625% Guarantee, the 4.625% Guarantee and the 5.750% Guarantee are collectively referred to herein as the " ***Guarantees*** .")

RECITALS

Each Joining Party has Incurred Indebtedness or has guaranteed or secured Indebtedness of MGM, and as such is required by the terms thereof to become a party to the Guarantees (capitalized terms used but not defined herein having the meaning ascribed to such terms in the 5.750% Indenture).

NOW THEREFORE, each Joining Party jointly and severally agrees as follows:

AGREEMENT

1. By this Joinder, each Joining Party becomes a party to each of the Guarantees as an additional joint and several "Guarantor." Each Joining Party agrees that, upon its execution hereof, it will become a Guarantor under each of the Guarantees and will be bound by all terms, conditions, and duties applicable to a Guarantor under each of the Guarantees.

2. The effective date of this Joinder is   .

3. Notice of acceptance hereof is waived.

IN WITNESS WHEREOF, each of the undersigned has executed this Joinder by its duly authorized officer as of the date first written above.

"Joining Parties"

By: ______________________________

By: ______________________________

MILBANK, TWEED, HADLEY & McCLOY LLP

28 LIBERTY STREET
NEW YORK, NY 10005-1413

212-530-5000

FAX: 212-530-5219

LOS ANGELES
213-892-4000
FAX: 213-629-5063

WASHINGTON, D.C.
202-835-7500
FAX: 202-835-7586

LONDON
44-20-7615-3000
FAX: 44-20-7615-3100

FRANKFURT
49-69-71914-3400
FAX: 49-69-71914-3500

MUNICH
49-89-25559-3600
FAX: 49-89-25559-3700

BEIJING
8610-5969-2700
FAX: 8610-5969-2707

HONG KONG
852-2971-4888
FAX: 852-2840-0792

SEOUL
822-6137-2600
FAX: 822-6137-2626

SINGAPORE
65-6428-2400
FAX: 65-6428-2500

TOKYO
813-5410-2801
FAX: 813-5410-2891

SÃO PAULO
55-11-3927-7700
FAX: 55-11-3927-7777

June 18, 2018

MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Dear Ladies and Gentlemen,

We have acted as New York counsel to MGM Resorts International, a Delaware corporation (the "Company"), in connection with the offer and sale of $1,000,000,000 aggregate principal amount of 5.750% Senior Notes due 2025 (the "Notes") issued by the Company pursuant to the terms of the Underwriting Agreement dated June 14, 2018 (the "Underwriting Agreement") by and among Citigroup Global Markets Inc. as representative of the several underwriters named therein, the Company and the subsidiary guarantors named therein (the "Subsidiary Guarantors"). The Notes, when issued, will be guaranteed (the "Guarantees") by the Subsidiary Guarantors.

In rendering the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such corporate records and agreements and other instruments, certificates of public officials, certificates of officers and representatives of the Company, the Subsidiary Guarantors and the Trustee and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed, including (i) the registration statement on Form S-3, File No. 333-223375, filed on March 1, 2018 by the Company under the Securities Act of 1933, as amended (the "Securities Act"), with the Securities and Exchange Commission (the "Registration Statement"); (ii) the prospectus dated March 1, 2018 (the "Base Prospectus"); (iii) the preliminary prospectus supplement dated June 14, 2018 relating to the Securities; (iv) the prospectus supplement dated June 14, 2018; (v) the indenture, dated as of March 22, 2012, among the Company, the subsidiary guarantors named therein and U.S. Bank National Association, as Trustee (the "Trustee"), as supplemented by a sixth supplemental indenture, dated as of June 18, 2018; and (vi) the Underwriting Agreement.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

In connection with this opinion, we have also assumed that (i) except with respect to MGM Grand Detroit, Inc., MGM Lessee, LLC and MMNY Land Company, Inc., each of the Subsidiary Guarantors has been duly organized and is validly existing and in good standing in the jurisdiction in which it was formed, (ii) each of the Subsidiary Guarantors has the full power and authority to execute and deliver the Indenture and the Guarantees and to perform its obligations thereunder, and (iii) all action required to be taken by each of the Subsidiary Guarantors for the due and proper authorization, execution and delivery of the Indenture and the Guarantees and the consummation of the transactions contemplated thereby has been duly and validly taken.

Based upon and subject to the foregoing, and subject to the assumptions and qualifications set forth herein, and having regard to legal considerations we deem relevant, we are of the opinion that (assuming the due authentication by the Trustee):

(1) The Notes constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(2) The Guarantees issued under the Indenture constitute valid and binding obligations of the Subsidiary Guarantors, enforceable against the Subsidiary Guarantors in accordance with their terms.

The opinions expressed above with respect to validity, binding effect and enforceability are subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto.

The foregoing opinions are limited to matters involving the law of the State of New York, the Delaware General Corporation Law and the federal law of the United States.

We hereby consent to the reference to us under the heading "Legal Matters" in the Base Prospectus constituting a part of the Registration Statement and in any related prospectus supplement and to the filing of this opinion as Exhibit 5.1 of the Registration Statement. By giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Milbank, Tweed, Hadley & McCloy LLP

Exhibit 5.2

One
Financial
Center
Boston
Massachusetts
02111
tel 617.856.8200
fax 617.856.8201

June 18, 2018

MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Re: MGM Resorts International 5.750% Notes due 2025

Ladies and Gentlemen:

We have acted as special Massachusetts counsel to MGM Resorts International, a Delaware corporation (the " **Company** ") and MGM Springfield, LLC, a Subsidiary Guarantor under the Underwriting Agreement identified below and referred to herein as the " **Massachusetts Guarantor** ," with respect to matters of Massachusetts law arising in connection with the sale by the Company of $1,000,000,000 aggregate principal amount of the Company's 5.750% Senior Notes due 2025 (the " **Notes** "), pursuant to the Underwriting Agreement (the " **Underwriting Agreement** "), dated as of June 14, 2018, between the Company and Citigroup Global Markets Inc., as representative of the several Underwriters named therein. The Notes are issued pursuant to an Indenture, dated as of March 22, 2012 (the " **Base Indenture** ") between the Company and US Bank National Association, as Trustee (the " **Trustee** "), as supplemented by the Sixth Supplemental Indenture, dated as of June 18, 2018 (the " **Supplemental Indenture** ") among the Company, the Subsidiary Guarantors, and the Trustee, and the Notes are guaranteed as to payment of principal, premium, if any, and interest by the subsidiaries of the Company identified on the signature pages to the Supplemental Indenture (the " **Guarantees** "). The initial issuance and sale of the Notes by the Company and the granting of the Guarantees by the Subsidiary Guarantors is referred to herein as the " **Transaction** ."

This opinion letter, including the schedules hereto (the " **Opinion Letter** "), is being rendered at the request of the Company. All capitalized terms not otherwise defined herein shall have the same meaning as they are given in the Underwriting Agreement.

In connection with this Opinion Letter, we have examined the following documents (the " **Transaction Documents** "), each dated as of the date hereof unless otherwise specified:

a) the Underwriting Agreement;

b) the registration statement on Form S-3, File No. 333-223375, filed on March 1, 2018 by the Company under the Securities Act of 1933, as amended (the " **Securities Act** "), with the Securities and Exchange Commission (the " **Registration Statement** ");

c) the Pricing Disclosure Package;

d) the prospectus dated March 1, 2018;

e) the Base Indenture;

f) the Supplemental Indenture; and

g) the Notes.

In addition to the Transaction Documents, we have also examined each of the other documents listed on Schedule A attached hereto (together with the Transaction Documents, the " **Documents** ").

We have, without independent investigation, relied upon the representations and warranties of the various parties as to matters of objective fact contained in the Documents. Except for the Documents, we have not examined the records or the Company or the Massachusetts Guarantor, nor of any court or any public, quasi-public, private or other office in any jurisdiction, and our opinions are subject to the matters that an examination of such records would reveal.

We have assumed that the Company and the Subsidiary Guarantors other than the Massachusetts Guarantor are duly incorporated, validly existing and in good standing under the laws of their respective jurisdictions of incorporation or organization, have all requisite corporate or other organizational power and authority to enter into, deliver, and perform their obligations under the Transaction Documents to which they are a party, and have taken all necessary corporate action to authorize the execution, delivery and performance by such entities of the Transaction Documents to which they are a party. We have assumed that the Transaction Documents constitute the valid, binding and enforceable obligations of all parties thereto other than the Massachusetts Guarantor. We have also assumed: (i) each natural person executing any of the Documents has sufficient legal capacity to enter into such Documents; (ii) each person has all requisite power and authority and has taken all necessary corporate or other action to enter into those Documents to which it is a party or by which it is bound, to the extent necessary to make the Documents enforceable against it; and (iii) there are no agreements or understandings among the parties to or bound by the Documents or involved in the Transactions, and there is no usage of trade or course of prior dealing among such parties, that would define, modify, waive, or qualify the terms of the Documents or any of the agreements relating to the Transactions. In the course of our representation of the Massachusetts Guarantor in connection with the Transaction, nothing has come to our attention which causes us to believe reliance upon any of those assumptions is inappropriate, and, with your concurrence, the opinions hereafter expressed are based upon those assumptions.

Our opinions hereafter expressed are limited to Chapters 156C and 156D of the Massachusetts General Laws and the Federal law of the United States of America, except with respect to the opinions hereafter expressed in numbered paragraph 2, we have relied solely on the certificate listed on Schedule A of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

The following opinions are, with your approval, based on and limited to Chapters 156C and 156D of the Massachusetts General Laws and the relevant federal law of the United States of America, we express no opinion as to the laws of any other jurisdiction. We express no legal opinion upon any matter other than those explicitly addressed in numbered paragraphs 1 through 4 below, and our express opinions therein contained shall not be interpreted to be implied opinions upon any other matter. For example, without limiting the generality of the foregoing, unless expressly stated herein we are rendering no opinion upon the following legal issues, laws or provisions of the Documents: (a) securities laws of any jurisdiction; (b) state "Blue Sky" laws and regulations; (c) gaming laws of any jurisdiction; and (d) usury laws.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Massachusetts Guarantor is not, nor will it be upon the execution and delivery of the Supplemental Indenture (including the Guarantee therein), subject to regulation under any Massachusetts statute or regulation limiting its ability to incur indebtedness for borrowed money.

2. The Massachusetts Guarantor is validly existing as a limited liability company in good standing under the laws of the Commonwealth of Massachusetts.

3. The Massachusetts Guarantor has all requisite limited liability company power and authority to enter into, deliver and perform its specific obligations under the Underwriting Agreement, the Base Indenture, the Supplemental Indenture and its Guarantee included therein, and the Massachusetts Guarantor has taken all necessary limited liability company action to authorize the execution and delivery by it of the Underwriting Agreement, the Base Indenture, the Supplemental Indenture and its Guarantee included therein and the performance by it of the Underwriting Agreement, the Base Indenture, the Supplemental Indenture and its Guarantee included therein.

4. To the extent the Massachusetts Guarantor is a party thereto, the Base Indenture, the Supplemental Indenture and the Guarantee included therein have been duly executed and delivered by the Massachusetts Guarantor.

The opinions set forth herein are provided to you as legal opinions only and not as a guaranty or warranty of the matters discussed herein. The opinions expressed herein are as of the date hereof, and we expressly disclaim any responsibility to update any opinions after the date hereof. This Opinion Letter is strictly limited to the matters stated herein, and no other or more extensive opinions are intended, implied or to be inferred beyond the matters expressly stated herein.

We hereby consent to being named in the Registration Statement as having prepared this Opinion Letter and to the filing of this Opinion Letter as an exhibit to the Registration Statement. By giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Brown Rudnick LLP

SCHEDULE A

LIST OF DOCUMENTS

In connection with the Opinion Letter to which this Schedule A is attached, we have reviewed the following Documents:

(i) the Officer's Certificate of the Company, dated and delivered to the Underwriters on the date hereof and certifying as to certain matters in support of the Underwriting Agreement;

(ii) the Assistant Secretary's Certificate of the Assistant Secretary of the Massachusetts Guarantor, dated and delivered to us on the date hereof and certifying as to certain matters in support of this Opinion Letter;

(iii) the Certificate of Formation of the Massachusetts Guarantor as certified by the Secretary of the Commonwealth of the Commonwealth of Massachusetts on May 23, 2018;

(iv) the Amended and Restated Operating Agreement of the Massachusetts Guarantor certified by the Secretary of the Massachusetts Guarantor as now being in effect; and

(v) Certificate dated June 12, 2018 of the Secretary of the Commonwealth of the Commonwealth of Massachusetts as to the current status of the Massachusetts Guarantor.

Exhibit 5.3

June 18, 2018

MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Ladies and Gentlemen:

We have acted as local Nevada counsel to MGM Resorts International, a Delaware corporation (the " Company "), and each of the entities listed on Exhibit A hereto (the " Nevada Guarantors "), in connection with the registration under the Securities Act of 1933, as amended (the " Act "), pursuant to the Registration Statement on Form S-3 (File No. 333-223375), as amended, filed by the Company with the Securities and Exchange Commission (the " Commission "), including the Base Prospectus, dated March 1, 2018, contained therein, as supplemented by the Preliminary Prospectus Supplement, dated June 14, 2018, and the Prospectus Supplement, dated June 14, 2018 (collectively, the " Prospectus "), filed with the Commission (collectively, the " Registration Statement "), of $1,000,000,000 aggregate principal amount of the Company's 5.750% Senior Notes due 2025 (the " Notes "), issued pursuant to (i) that certain Indenture, dated as of March 22, 2012, by and between the Company and U.S. Bank National Association, as trustee (the " Trustee "), as supplemented by the Sixth Supplemental Indenture, dated as of the date hereof (the " Sixth Supplemental Indenture "), by and among the Company, the Subsidiary Guarantors (as defined therein) party thereto, including the Nevada Guarantors, and the Trustee (as so supplemented, the " Indenture "), including the Guarantee set forth in Article 6 thereof (the " Guarantee "), and (ii) that certain Underwriting Agreement, dated as of June 14, 2018 (the " Underwriting Agreement "), by and among the Company, the Subsidiary Guarantors (as defined therein) party thereto, including the Nevada Guarantors, and Citigroup Global Markets Inc., as the representative of the several underwriters named in Schedule A of the Underwriting Agreement.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company and the Nevada Guarantors in connection with the registration of the Notes and the guarantee thereof by the Nevada Guarantors pursuant to the Indenture, as described in the Registration Statement. For purposes of this opinion letter, and except to the extent set forth in the opinions below, we have assumed all such proceedings have been timely completed or will be timely completed in the manner presently proposed in the Registration Statement.

For purposes of issuing this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement, (ii) the Indenture (including the Guarantee), (iii) the Underwriting Agreement, (iv) the articles of incorporation and bylaws, the articles of organization and operating agreement, the partnership agreement or the joint venture agreement, as applicable, of each of the Nevada Guarantors, each as amended to date, (v) the resolutions of the board of directors, board of managers, sole member, general partner or managing partner, as applicable, of each of the Nevada Guarantors with respect to the Notes and the guarantee thereof by such Nevada Guarantor pursuant to the Indenture and (vi) such other agreements, instruments, corporate, limited liability company or general partnership, as applicable, records and other documents as we have deemed necessary or appropriate.

We have also obtained from officers, representatives and agents of the Nevada Guarantors and from public officials, and have relied upon, such certificates, representations, assurances and public filings as we have deemed necessary or appropriate for the purpose of issuing the opinions set forth herein.

Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) the statements of fact and representations and warranties set forth in the documents we have reviewed are true and correct as to factual matters; (ii) each natural person executing a document has sufficient legal capacity to do so; (iii) all documents submitted to us as originals are authentic, the signatures on all documents that we have examined are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (iv) all corporate, limited liability company and general partnership records made available to us by the Nevada Guarantors, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of Nevada. The opinions set forth herein are expressly limited to the general corporate laws of the State of Nevada in effect on the date hereof, and we do not purport to be experts on, or to express any opinion with respect to the applicability thereto or the effect thereon of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "Blue Sky" laws, rules or regulations.

Based on the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that:

1. Each of the Nevada Guarantors is validly existing as a corporation, limited liability company or general partnership, as applicable, and is in good standing under the laws of the State of Nevada.

2. Each of the Nevada Guarantors has the corporate, limited liability company or general partnership, as applicable, power and authority to enter into the Underwriting Agreement and the Sixth Supplemental Indenture (including the Guarantee) and to perform its obligations thereunder and under the Indenture.

3. Each of the Nevada Guarantors has duly authorized the execution and delivery by such Nevada Guarantor of the Underwriting Agreement and the Sixth Supplemental Indenture (including the Guarantee) and the performance by such Nevada Guarantor of its obligations thereunder and under the Indenture.

4. Each of the Nevada Guarantors has duly executed and delivered the Underwriting Agreement and the Sixth Supplemental Indenture (including the Guarantee).

The opinions expressed herein are based upon the applicable laws of the State of Nevada and the facts in existence on the date hereof. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in such laws or facts after the later of the date hereof and the filing date of the Prospectus Supplement. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinions set forth herein.

We hereby consent to your filing this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required

under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. Subject to all of the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, Milbank, Tweed, Hadley & McCloy LLP may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of issuing its opinion letter to the Company relating to the registration of the Notes, as filed with the Commission.

Very truly yours,

/s/ Brownstein Hyatt Farber Schreck, LLP

EXHIBIT A

Nevada Guarantors

1. 550 Leasing Company II, LLC, a Nevada limited liability company
2. AC Holding Corp., a Nevada corporation
3. AC Holding Corp. II, a Nevada corporation
4. Arena Land Holdings, LLC, a Nevada limited liability company
5. Aria Resort & Casino, LLC, a Nevada limited liability company
6. Bellagio, LLC, a Nevada limited liability company
7. Circus Circus Casinos, Inc., a Nevada corporation
8. CityCenter Facilities Management, LLC, a Nevada limited liability company
9. CityCenter Realty Corporation, a Nevada corporation
10. CityCenter Retail Holdings Management, LLC, a Nevada limited liability company
11. Destron, Inc., a Nevada corporation
12. Diamond Gold, Inc., a Nevada corporation
13. Gold Strike L.V., a Nevada general partnership
14. Grand Garden Arena Management, LLC, a Nevada limited liability company
15. Grand Laundry, Inc., a Nevada corporation
16. Las Vegas Arena Management, LLC, a Nevada limited liability company
17. LV Concrete Corp., a Nevada corporation
18. Mandalay Bay, LLC, a Nevada limited liability company
19. Mandalay Employment, LLC, a Nevada limited liability company
20. Mandalay Place, LLC, a Nevada limited liability company
21. Mandalay Resort Group, a Nevada corporation
22. Metropolitan Marketing, LLC, a Nevada limited liability company
23. MGM CC, LLC, a Nevada limited liability company
24. MGM Elgin Sub, Inc., a Nevada corporation
25. MGM Grand Condominiums, LLC, a Nevada limited liability company
26. MGM Grand Condominiums II, LLC, a Nevada limited liability company
27. MGM Grand Condominiums III, LLC, a Nevada limited liability company
28. MGM Grand Hotel, LLC, a Nevada limited liability company
29. MGM Hospitality, LLC, a Nevada limited liability company
30. MGM International, LLC, a Nevada limited liability company
31. MGM Public Policy, LLC, a Nevada limited liability company
32. MGM Resorts Advertising, Inc., a Nevada corporation
33. MGM Resorts Arena Holdings, LLC, a Nevada limited liability company
34. MGM Resorts Aviation Corp., a Nevada corporation
35. MGM Resorts Corporate Services, a Nevada corporation
36. MGM Resorts Design & Development, a Nevada corporation
37. MGM Resorts Development, LLC, a Nevada limited liability company
38. MGM Resorts Festival Grounds, LLC, a Nevada limited liability company

39. MGM Resorts Festival Grounds II, LLC, a Nevada limited liability company
40. MGM Resorts Global Development, LLC, a Nevada limited liability company
41. MGM Resorts Interactive, LLC, a Nevada limited liability company
42. MGM Resorts International Marketing, Inc., a Nevada corporation
43. MGM Resorts International Operations, Inc., a Nevada corporation
44. MGM Resorts Land Holdings, LLC, a Nevada limited liability company
45. MGM Resorts Manufacturing Corp., a Nevada corporation
46. MGM Resorts Regional Operations, LLC, a Nevada limited liability company
47. MGM Resorts Retail, a Nevada corporation
48. MGM Resorts Sub 1, LLC, a Nevada limited liability company
49. MGM Resorts Sub A, LLC, a Nevada limited liability company
50. MGM Resorts Sub B, LLC, a Nevada limited liability company
51. MGM Resorts Venue Management, LLC, a Nevada limited liability company
52. MH, Inc., a Nevada corporation
53. M.I.R. Travel, a Nevada corporation
54. Mirage Laundry Services Corp., a Nevada corporation
55. Mirage Resorts, LLC, a Nevada limited liability company
56. M.S.E. Investments, Incorporated, a Nevada corporation
57. New Castle, LLC, a Nevada limited liability company
58. New York-New York Hotel & Casino, LLC, a Nevada limited liability company
59. New York-New York Tower, LLC, a Nevada limited liability company
60. Park District Holdings, LLC, a Nevada limited liability company
61. Park Theater, LLC, a Nevada limited liability company
62. PRMA, LLC, a Nevada limited liability company
63. PRMA Land Development Company, a Nevada corporation
64. Project CC, LLC, a Nevada limited liability company
65. Ramparts, LLC, a Nevada limited liability company
66. Signature Tower I, LLC, a Nevada limited liability company
67. Signature Tower 2, LLC, a Nevada limited liability company
68. Signature Tower 3, LLC, a Nevada limited liability company
69. The Mirage Casino-Hotel, LLC, a Nevada limited liability company
70. The Signature Condominiums, LLC, a Nevada limited liability company
71. Tower B, LLC, a Nevada limited liability company
72. Tower C, LLC, a Nevada limited liability company
73. Vdara Condo Hotel, LLC, a Nevada limited liability company
74. Vendido, LLC, a Nevada limited liability company
75. Victoria Partners, a Nevada general partnership
76. VidiAd, a Nevada corporation
77. Vintage Land Holdings, LLC, a Nevada limited liability company
78. Vintage Land Holdings II, LLC, a Nevada limited liability company

June 18, 2018

MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Re: MGM Resorts International 5.750% Senior Notes Due 2025; Underwriting Agreement dated June 14, 2018 among MGM Resorts International, the Subsidiary Guarantors and Citigroup Global Markets Inc. as Representative of the several Underwriters

Ladies and Gentlemen:

We have acted as special Mississippi counsel to MGM Resorts International, a Delaware corporation (the " Company " or " MGM Resorts "), in connection with that certain Underwriting Agreement dated June 14, 2018 among MGM Resorts, the Subsidiary Guarantors, and Citigroup Global Markets Inc., as Representative of the several Underwriters named therein (as amended and restated, the " Underwriting Agreement "). This opinion is delivered pursuant to Section 5(b)(5) of the Underwriting Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Underwriting Agreement and Exhibit E thereto.

In rendering this opinion, we have examined executed originals, counterparts or copies, certified or otherwise identified to our satisfaction as being true copies, of each of the documents referenced below:

A. The Underwriting Agreement;

B. The Notes;

C. The Base Indenture;

D. The Sixth Supplemental Indenture;

E. The Subsidiary Guarantees;

F. The Pricing Disclosure Package;

G. The Registration Statement;

H. The Prospectus;

I. The certificate of formation and operating agreement of MGM Resorts Mississippi, LLC, a Mississippi limited liability company (" MGMRM ");

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J. The certificate of formation and operating agreement of Beau Rivage Resorts, LLC, a Mississippi limited liability company (" BRR " and together with MGMRM, the " Mississippi Subsidiaries ");

K. Certificates of the Secretary of State of the State of Mississippi dated June 13, 2018 as to the existence and good standing of each of the Mississippi Subsidiaries in the State of Mississippi (each, a " Good Standing Certificate "); and

L. The portion of Exhibit 99.2 to the Company's annual report on Form 10-K for the year ended December 31, 2017 entitled "Description of Regulation and Licensing – Mississippi Government Regulation."

The documents listed above as A, B, C, D, E, F, G and H are collectively referred to herein as the " Transaction Documents. "

We have examined, and relied upon for purposes of this opinion, one or more certificates of officers and representatives of each of MGM Resorts and the Mississippi Subsidiaries with respect to certain factual matters, which, with your permission, we have not independently verified. In addition, except as stated below, we have also examined, and relied upon for purposes of this opinion, originals or copies, certified or otherwise identified to our satisfaction, of (i) corporate records, agreements and other instruments and (ii) documents of public officials, and we have conducted such other investigations of fact or law as we have deemed necessary or advisable for purposes of this opinion.

Except as to the documents referenced above, we have not reviewed, and we express no opinion as to, any instrument or agreement referred to or incorporated by reference in the Transaction Documents. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons, the conformity to originals of all copies of all documents submitted to us, and the accuracy and totality of all such documents submitted to us as originals or copies. We have assumed that the most recent drafts of the Transaction Documents submitted to us do not vary in any material respect from their executed versions.

We have assumed that MGM Resorts and those of the Company Subsidiaries which are not Mississippi Subsidiaries (the " Other Subsidiaries ") are duly incorporated, validly existing and in good standing under the laws of their respective jurisdictions of incorporation or organization, have all requisite corporate or other organizational power and authority to enter into, deliver, and perform their obligations under the Transaction Documents to which they are a party, and have taken all necessary corporate action to authorize the execution, delivery and performance by such entities of the Transaction Documents to which they are a party. We have assumed that the Transaction Documents constitute the valid, binding and enforceable obligations of all parties thereto other than the Mississippi Subsidiaries.

Based upon the foregoing, and subject to the foregoing and the further qualifications, assumptions, and limitations set forth below, we are of the opinion that, as of the date hereof:

(i) MGMRM has been duly organized and, based solely on the Good Standing Certificate applicable to MGMRM, is validly existing as a limited liability company in good standing under the laws of Mississippi. Assuming the capital contribution of Mandalay Resorts Group ("MRG") stated in the operating agreement was received by MGMRM, all of the issued and outstanding membership interests of MGMRM have been validly issued and, based solely on our review of the operating agreement, are directly owned of record by MRG. Assuming MRG acquired such membership interests in good faith and without knowledge of any adverse claim, to our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, MRG holds such membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any membership interests of MGMRM or any security convertible into, exercisable for, or exchangeable for membership interests of MGMRM.

(ii) BRR has been duly organized and, based solely on the Good Standing Certificate applicable to BRR, is validly existing as a limited liability company in good standing under the laws of Mississippi. Assuming the capital contribution of the Company stated in the operating agreement was received by BRR, all of the issued and outstanding membership interests of BRR have been validly issued and, based solely on our review of the operating agreement, are directly owned of record by the Company. Assuming the Company acquired such membership interests in good faith and without knowledge of any adverse claim, to our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, the Company holds such membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any membership interests of BRR or any security convertible into, exercisable for, or exchangeable for membership interests of BRR.

(iii) Each of the Mississippi Subsidiaries has all requisite limited liability company power and authority to own, lease and license its assets and properties, to conduct its businesses as described in the Pricing Disclosure Package and the Prospectus, but only to the extent the same are currently conducted and operated, and to enter into and perform its obligations under the Underwriting Agreement, the Indenture and its Subsidiary Guarantee, to the extent that it is a party thereto.

(iv) Each Mississippi Subsidiary has taken all necessary limited liability company action to authorize the execution and delivery of the Underwriting Agreement, the Indenture and its Subsidiary Guarantee, to the extent that it is a party thereto. The execution and delivery of the Underwriting Agreement, the Indenture and the Subsidiary Guarantees and performance of the Underwriting Agreement, the Indenture and the Subsidiary Guarantees by the respective parties thereto and the consummation of the transactions contemplated in the Underwriting Agreement,

the Pricing Disclosure Package and the Prospectus and compliance by the Mississippi Subsidiaries with their respective obligations thereunder will not, to our knowledge: (1) conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any Mississippi Subsidiary pursuant to, any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which any Mississippi Subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of any Mississippi Subsidiary is subject which would result in a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise; or (2) result in any violation of the provisions of (A) any applicable law, administrative regulation or administrative or court decree which would result in a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise or (B) the articles of incorporation, bylaws, certificate of formation or operating agreement of any Mississippi Subsidiary.

(v) To our knowledge, no Mississippi Subsidiary is in violation of any term or provision of its articles of incorporation, bylaws, certificate of formation or operating agreement. Except as disclosed in each of the Pricing Disclosure Package and the Prospectus, to our knowledge, no default exists and no event has occurred which with notice or lapse of time, or both, would constitute a default in the due performance and observance of any express term, covenant or condition by such Mississippi Subsidiary of any indenture, mortgage, deed of trust, note or any other agreement or instrument to which such Mississippi Subsidiary is a party or by which it or any of its assets or properties or businesses may be bound or affected, where the consequences of such default would have a material adverse effect on the assets, properties, business, results of operations, prospects or financial condition of the Company and its subsidiaries considered as one enterprise.

(vi) No authorization, approval, consent, order, license, certificate or permit (each, a " Mississippi Permit ") required of or from any governmental or regulatory body (each, a " Mississippi Gaming Authority ") under the Mississippi Gaming Control Act and the rules and regulations promulgated thereunder (collectively, " Mississippi Gaming Laws ") is required for the performance by each Mississippi Subsidiary of the Underwriting Agreement or for the consummation of the transactions contemplated thereby or any other transaction described in each of the Pricing Disclosure Package and the Prospectus to be entered into in connection therewith (including the issuance of the Subsidiary Guarantees) except for such Mississippi Permits that have been obtained. The Underwriting Agreement, the Pricing Disclosure Package and the Prospectus have been presented to all Mississippi Gaming Authorities to the extent required by any Mississippi Gaming Laws, and such documents and the transactions contemplated hereby or thereby have been approved by or on behalf of such Mississippi Gaming Authorities to the extent required by any Mississippi Gaming Laws, or the requirement for approval has been waived, and such approvals or waivers have not been revoked, modified or rescinded.

(vii) The statements under the caption "Regulation and Licensing" and elsewhere in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding

Mississippi laws, rules, regulations and legal conclusions included in the Pricing Disclosure Package and in the Prospectus and the statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 included in Exhibit 99.2 under the heading "Mississippi Government Regulation," in each case as in effect at the date such statements were made, were true and correct in all material respects as of the Applicable Time and as of the Closing Time.

(viii) The Underwriting Agreement, the Indenture and the Subsidiary Guarantees have been duly and validly authorized, executed and delivered by the Mississippi Subsidiaries party thereto.

(ix) To our knowledge, there are no material legal or governmental proceedings pending or threatened other than any regularly scheduled re-licensing proceedings now pending before any Mississippi Gaming Authority and other than those disclosed in the Pricing Disclosure Package and the Prospectus, the adverse determination of which would have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise.

(x) The Mississippi Subsidiaries are not, nor will they be upon the execution and delivery of the Transaction Documents, subject to regulation under any Mississippi statute or regulation limiting their ability to incur indebtedness for borrowed money, except the Mississippi Gaming Laws and any rules, ordinances or regulations of local regulatory authorities, the provisions of which have been complied with by the Mississippi Subsidiaries.

In rendering the opinions expressed herein, we have assumed, without inquiry or investigation, that there has been no mutual mistake of fact or misunderstanding, fraud, duress, or undue influence involved with respect to any party, and that each party has complied with any requirement of good faith, fair dealing and conscionability.

We disclaim liability as an expert under the securities laws of the United States or any other jurisdiction and express no opinion herein as to compliance with, or the effect of (i) federal or state securities laws, or (ii) federal or state anti-fraud laws.

Wherever we indicate that our opinion is to the best of our knowledge or is based on our knowledge, our opinion is based solely on (i) the current actual knowledge of the attorneys currently with the firm who have represented the Mississippi Subsidiaries in connection with the transactions contemplated by the Transaction Documents or other matters, and (ii) the representations and warranties of or on behalf of the Mississippi Subsidiaries in the Transaction Documents, which have not been independently verified by us.

We express no opinion as to the laws of any jurisdiction other than the State of Mississippi.

This opinion is intended solely for the use of the addressees in connection with the Transaction Documents. This opinion is rendered as of the date stated herein and the undersigned

undertakes no obligation to update the provisions herein. This opinion may not be relied upon by any other person or for any other purpose, or reproduced or filed publicly by any person, without the written consent of this firm; provided, however, (i) U.S. Bank National Association, in its capacity as trustee under the Indenture may rely on this opinion as if it were addressed to it in such capacity and (ii) we hereby consent to the reliance upon this opinion by Milbank, Tweed, Hadley & McCloy LLP, and Cahill Gordon & Reindel LLP in connection with their respective opinions pursuant to the Underwriting Agreement, and to the inclusion of this opinion as an exhibit to such opinions.

We hereby consent to being named in the Registration Statement as having prepared this opinion and to the filing of this opinion as an exhibit to the Registration Statement. By giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Sincerely,

/s/ BUTLER SNOW LLP

Exhibit 5.5

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ATTORNEYS AT LAW

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June 18, 2018

MGM Resorts International

3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Ladies and Gentlemen:

As special New Jersey counsel for MGM Resorts International, a Delaware corporation (the " Company "); AC Holding Corp. II, a Nevada corporation (the " Nevada Subsidiary "); and Marina District Development Company, LLC, a New Jersey limited liability company (" MDDC "), Marina District Development Holding Co., LLC, a New Jersey limited liability company (" MDDHC ") and MAC, CORP., a New Jersey corporation (" MAC ", and together with MDDC and MDDHC, individually, a " New Jersey Subsidiary " and collectively, the " New Jersey Subsidiaries "), we have been requested by our clients to render an opinion pursuant to Section 5(b)(3) of the Underwriting Agreement dated June 14, 2018 (the " Underwriting Agreement ") between the Company and Citigroup Global Markets Inc., as representative of the Underwriters named in Schedule A thereto, relating to the sale by the Company of $1,000,000,000 aggregate principal amount of the Company's 5.750% Senior Notes Due 2025 (the " Notes "). All capitalized terms not defined herein shall have the same definitions as those ascribed to them in the Underwriting Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (the " Transaction Documents "), each dated as of the date hereof unless otherwise specified:

(a) the Underwriting Agreement;

(b) the registration statement on Form S-3, File No. 333-202427, filed on March 2, 2015 by the Company under the Securities Act of 1933, as amended (the " Securities Act "), with the Securities and Exchange Commission (the " Registration Statement ");

(c) the prospectus dated March 1, 2018 (the " Base Prospectus ");

(d) the final prospectus supplement dated as of June 14, 2018 (the " Final Prospectus Supplement ");

(e) the indenture, dated as of March 22, 2012, among the Company, the subsidiary guarantors named therein and U.S. Bank National Association, as Trustee (the " Base Indenture ");

(f) the sixth supplemental indenture, dated as of June 18, 2018 (the " Sixth Supplemental Indenture ");

(g) the Notes; and

(h) the Subsidiary Guarantee of the New Jersey Subsidiaries pursuant to the Indenture (the " Guarantee ").

Except as to the documents identified above, we have not reviewed, and express no opinion as to, any instrument or agreement referred to or incorporated by reference in the Transaction Documents.

We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (the " Company Documents "), each dated as of the date hereof unless otherwise specified:

(a) Copy of Certificate of Incorporation of MAC, as amended through June 18, 2018, certified by the Secretary or Attorney-in-Fact of MAC in the Officer's Certificate (as hereinafter defined);

(b) Copy of Certificate of Formation of MDDC, as amended through June 18, 2018, certified by the Secretary or Attorney-in-Fact of MDDC in the Officer's Certificate;

(c) Copy of Certificate of Formation of MDDHC, as amended through June 18, 2018, certified by the Secretary or Attorney-in-Fact of MDDHC in the Officer's Certificate;

(d) Good Standing Certificate for MAC, issued by the Office of the Treasurer of the State of New Jersey on June 13, 2018 (the " MAC G/S Certificate "); and

(e) Good Standing Certificate for MDDC, issued by the Office of the Treasurer of the State of New Jersey on June 13, 2018 (the " MDDC G/S Certificate ");

(f) Good Standing Certificate for MDDHC, issued by the Office of the Treasurer of the State of New Jersey on June 13, 2018 (the " MDDHC G/S Certificate ");

(g) Resolutions adopted on or about May 31, 2018 upon the Joint Written Consent of, *inter alia* , the Board of Directors of MAC, the Managing Member of MDDHC and the Sole Member of MDDC, and Resolutions adopted by the Board of Directors of the Company on May 3, 2018, and the Pricing Committee of the Board of Directors of the Company on June 14, 2018, each certified by the Secretary or Attorney-in-Fact of the New Jersey Subsidiaries or an officer of the Company in the Officer's Certificate.

We call to your attention that we have not examined any court, real estate or commercial financing records. We have also made such examination of law as we have deemed necessary for purposes of this opinion.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified or photocopies, the authenticity of the originals of such latter documents, the accuracy and completeness of all documents and records reviewed by us, the accuracy, completeness and authenticity of each certificate issued by any government official, office or agency and the absence of change in the information contained therein from the effective date of any such certificate.

We have assumed that each of the parties to the Transaction Documents other than the New Jersey Subsidiaries (the " Other Parties ") has satisfied all applicable legal requirements necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the New Jersey Subsidiaries, or any of them. We have also assumed that the conduct of the parties to the Transaction Documents complies with any requirements of good faith, fair dealing and absence of unconscionability, and there has not been any mutual mistake of fact, fraud, duress or undue influence.

Without limiting the effect of the preceding paragraph, we have also assumed that (i) each of the Company, the Nevada Subsidiary and Mirage Resorts, LLC, a Nevada limited liability company (" MRL "), has all requisite corporate power and authority to enter into, deliver and perform its obligations under the Transaction Documents to which it is a party; (ii) each of the Company, the Nevada Subsidiary and MRL has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Transaction Documents to which it is a party; (iii) each of the Company, the Nevada Subsidiary and MRL has validly executed and delivered the Transaction Documents to which it is a party; and (iv) the Company's obligations and those of the Nevada Subsidiary, MRL and the New Jersey Subsidiaries pursuant to the Transaction Documents, to the extent that any of them is a party thereto, are the legal, valid and binding obligations of the Company, the Nevada Subsidiary, MRL and the New Jersey Subsidiaries, respectively, enforceable in accordance with the terms of such documents.

As to any facts material to our opinions expressed herein, we have relied upon the representations and warranties of the Company, the Nevada Subsidiary, MRL and the New Jersey Subsidiaries contained in the Transaction Documents and upon a certificate of each of the Senior Vice President, Assistant General Counsel and Assistant Secretary and the Executive Vice President, Chief Financial Officer and Treasurer of the Company, and the Secretary or

Attorney-in-Fact, as applicable, of the Nevada Subsidiary, MRL and the New Jersey Subsidiaries, with respect to certain factual matters (collectively, the "Officer's Certificate "). In this regard, we have assumed the due authorization, execution and delivery of the Transaction Documents by all of the Other Parties thereto, that all of the Other Parties thereto have full power and legal right to enter into the Transaction Documents and to consummate the transactions contemplated thereby, and that each of the Transaction Documents constitutes a legal, valid and binding obligation of each of the Other Parties thereto.

To the extent that a statement herein is qualified by the phrases "to our knowledge" or "known to us", or by similar phrases, it is intended to indicate that, during the course of our representation of the Company, the Nevada Subsidiary and the New Jersey Subsidiaries in connection with the Transaction Documents, and based upon an inquiry of the attorneys presently in this firm who have rendered substantive legal services in connection with the representation of the Company, the Nevada Subsidiary and the New Jersey Subsidiaries with respect to the Transaction Documents, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered substantive legal services in connection with the representation of any of the Company, the Nevada Subsidiary and the New Jersey Subsidiaries with respect to the Transaction Documents. Except as expressly set forth above, such phrase does not mean that we have undertaken any independent investigation or review to determine the accuracy of any such statement. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of any of the Company, the Nevada Subsidiary and the New Jersey Subsidiaries.

Our opinion is limited in all respects to the laws of the United States and the State of New Jersey.

Based upon and subject to the foregoing and the qualifications hereinafter set forth, we are of the opinion that:

1. MAC has been duly incorporated and, based solely upon the MAC G/S Certificate, is validly existing as a corporation in good standing under the laws of New Jersey. All of the issued and outstanding shares of capital stock of MAC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are fully paid and nonassessable and are directly owned of record by MRL. Assuming MRL acquired such shares of MAC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge, MRL holds such shares free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any share of stock of MAC or any security convertible into, exercisable for, or exchangeable for stock of MAC. MDDHC has been duly formed and, based solely upon the MDDHC G/S Certificate, is validly existing as a limited liability company in good standing under the laws of New Jersey. All of the issued and

outstanding limited liability company membership interests of MDDHC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are directly owned of record by MAC (as to 50.51% of such limited liability company membership interests) and the Company (as to 49.49% of such limited liability company membership interests). Assuming MAC and the Company each acquired their respective limited liability company membership interests of MDDHC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge, MAC and the Company each hold their respective limited liability company membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any limited liability company membership interests of MDDHC or any security convertible into, exercisable for, or exchangeable for limited liability company membership interests of MDDHC. MDDC has been duly formed and, based solely upon the MDDC G/S Certificate, is validly existing as a limited liability company in good standing under the laws of New Jersey. All of the issued and outstanding limited liability company membership interests of MDDC have been duly authorized and validly issued, and, to our knowledge and based on the Officer's Certificate, are directly owned of record by MDDHC. Assuming MDDHC acquired such limited liability company membership interests of MDDC without knowledge of any security interest, lien, encumbrance or other adverse claim, then to the best of our knowledge, MDDHC holds such limited liability company membership interests free and clear of any security interest, lien, encumbrance or other adverse claim. To our knowledge, except as disclosed in each of the Pricing Disclosure Package and the Prospectus, there is no outstanding subscription, option, warrant or other right calling for the issuance of any limited liability company membership interests of MDDC or any security convertible into, exercisable for, or exchangeable for limited liability company membership interests of MDDC.

2. MAC has all requisite corporate power and authority to own, lease and license its assets and properties, to conduct its businesses as described in each of the Pricing Disclosure Package and the Prospectus, but only to the extent the same are currently conducted and operated, and to enter into and perform its obligations under the Transaction Documents, to the extent it is a party thereto. Each of MDDC and MDDHC has all requisite limited liability company power and authority to own, lease and license its assets and properties, to conduct its business as described in each of the Pricing Disclosure Package and the Prospectus, but in each case only to the extent the same is currently conducted and operated, and to enter into and perform its obligations under the Transaction Documents, to the extent it is a party thereto.

3. MAC has taken all necessary corporate action to authorize the execution, delivery and performance of the Transaction Documents, to the extent that it is a party thereto. Each of MDDC and MDDHC has taken all necessary limited liability company action to authorize the execution, delivery and performance of the Transaction Documents, to the extent that it is a party thereto. Each of the New Jersey Subsidiaries has duly executed and delivered the Transaction Documents to which it is a party.

Our opinions expressed above are subject to the following additional qualifications:

(a) Certain rights, remedies and waivers contained in the Transaction Documents and certain limitations of the liability contained therein may be rendered ineffective, or limited, by applicable laws, judicial decisions, constitutional requirements or principles of equity governing such provisions, but such ineffectiveness or limitations under such applicable laws, judicial decisions, constitutional requirements or principles of equity do not, in our opinion, render any of the Transaction Documents invalid as a whole, and there exist in the Transaction Documents or pursuant to applicable law legally adequate remedies for the realization of the principal benefits purported to be provided by the Transaction Documents, subject to the economic consequences of any delay which may result from applicable laws, rules or judicial decisions or constitutional requirements.

(b) We express no opinion as to the effect of any federal or New Jersey law, rule or regulation concerning securities, trademarks, patents, copyrights, trade secrets, antitrust, taxes, pollution, hazardous substances or environmental protection, zoning, land use, building, construction, labor, protection of disabled persons, or occupational health and safety in respect of the transactions contemplated by or referred to in any of the Transaction Documents, or as to any statutes, ordinances, administrative decisions, rules or regulations of any county, town, municipality or special political subdivision (whether created or enabled through legislative action at the state or regional level).

(c) In rendering this opinion, we have assumed that: (i) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents; (ii) each applicable statute, rule, regulation, order and agency action affecting the parties to the Transaction Documents or the transactions contemplated thereby is valid and constitutional; and (iii) except as expressly provided in paragraph 6 above, all parties to the Transaction Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to the subsequent consummation of any transaction among the parties to the Transaction Documents or relevant to the subsequent performance of any of the Transaction Documents.

(d) No opinion is given with respect to the enforceability of any provision of any Transaction Document.

(e) Our opinion is based upon and relies upon the current status of law, and in all respects is subject to and may be limited by future legislation or case law.

The opinions expressed herein represent our reasonable professional judgment as to the matters of law addressed herein, based upon the facts presented or assumed, and are not guarantees that a court will reach any particular result.

This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. This opinion letter is given as of the date hereof, and we expressly disclaim any obligation to update or supplement our opinions contained herein to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur.

We hereby consent to being named in the Registration Statement as having prepared this opinion and to the filing of this opinion as an exhibit to the Registration Statement. By giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ FOX ROTHSCHILD LLP