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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

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: Chapter 11

METRO-GOLDWYN-MAYER STUDIOS INC.,
et al.,

Case No. 10-[15774 \(STB\)](#)

Debtors.

~~(Motion for Joint Administration
Pending)~~[\(Jointly Administered\)](#)

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**AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION OF
METRO-GOLDWYN-MAYER STUDIOS INC. AND CERTAIN OF ITS AFFILIATES**

Dated: ~~October 7,~~ November 23, 2010

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INTRODUCTION

Metro-Goldwyn-Mayer Studios Inc. and its affiliated debtors and debtors in possession in the above-captioned cases propose the following joint prepackaged plan of reorganization for the resolution of the outstanding Claims against and Interests in the Debtors. Reference is made to the Disclosure Statement, filed contemporaneously herewith, for a discussion of (i) certain information relating to the Debtors, (ii) a summary and analysis of this Plan, and (iii) certain matters related to the confirmation and the consummation of this Plan. Subject to certain restrictions and requirements set forth in section 1127 of title 11 of the United States Code and Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, subject to Section 11.5 herein, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan.

ARTICLE I~~Article I~~

DEFINED TERMS AND RULES OF INTERPRETATION

Defined Terms. As used herein, capitalized terms shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.1 *Additional Debtor* means any affiliate or other related party of a Debtor that files a chapter 11 petition at any time prior to the Confirmation Date and that files a motion to have such debtor's chapter 11 case jointly administered with the Chapter 11 Cases.

1.2 *Administrative Agent* means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Credit Agreement.

1.3 *Administrative Claim* means a Claim for costs and expenses of administration of the Chapter 11 Cases under sections 503(b) or 507(b) of the Bankruptcy Code, including, but not limited to: (a) any actual and necessary costs and expenses, incurred on or after the Petition Date, of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims; (c) all fees and charges assessed against the Estates under Section 1930 of title 28 of the United States Code, (d) claims under section 503(b)(9) of the Bankruptcy Code, (e) claims, if any, under any DIP Facility, Cash Collateral Order, or any engagement or fee letter for post-Effective Date financing, as applicable, and (f) any amounts owed by the Debtors ~~to Spyglass, the C/G Merger Parties, or the C/G Stockholders under the Investment Agreement for a Break-Up Fee (as such term is defined in the Investment Agreement) or that certain Letter of Intent dated September 3, 2010 by and among Spyglass, the C/G Merger Parties, MGM Holdings, Inc., and MGM Holdings II, Inc.~~ under the Bankruptcy Court's Order Under 11 U.S.C. §§ 105, 363(b), and 503(b) Granting (i) Break-up Fee and Expense Reimbursements Pursuant to Investment Agreement Administrative Expense Status and (ii) Unpaid Fees and Expenses Pursuant to Letter of Intent Administrative Expense Status [Docket No. 123].

1.4 *Allowed* means, with respect to any Claim, such Claim or any portion thereof that the Debtors have assented to the validity of or that has been (a) allowed ~~(a)~~ by ~~a~~ **Final**

~~Order~~an order of the Bankruptcy Court, (b) allowed pursuant to the terms of this Plan, ~~or~~ (c) allowed by agreement between the Holder of such Claim and the Debtors or Reorganized Debtors, or (d) allowed by an order of a court in which such Claim could have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; provided, however, that, notwithstanding anything herein to the contrary, by treating a Claim as an "Allowed Claim" the Debtors do not waive their rights to contest the amount and validity of such Claim to the extent it is disputed, contingent or unliquidated, in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; and provided, further that the amount of any Allowed Claim shall be determined in accordance with the Bankruptcy Code, including sections 502(b), 503(b) and 506 of the Bankruptcy Code.

1.5 *Avoidance Action* means any claim or cause of action of an Estate arising out of or maintainable pursuant to sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b) or 553 of the Bankruptcy Code or under any other similar applicable law, regardless of whether or not such action has been commenced prior to the Effective Date.

1.6 *Bankruptcy Code* means title 11 of the United States Code, as now in effect or hereafter amended to the extent such amendments apply to the Chapter 11 Cases.

1.7 *Bankruptcy Court* means the United States Bankruptcy Court for the Southern District of New York, or any other court with jurisdiction over the Chapter 11 Cases.

1.8 *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended to the extent such amendments apply to the Chapter 11 Cases.

1.9 *Business Day* means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

1.10 *Cash* means legal tender of the United States of America, and equivalents thereof.

1.11 ~~**1.11**~~ *Cash Collateral Order* means an order entered by the Bankruptcy Court with the consent of the Administrative Agent and each of the Spyglass Consent Parties, whether on an interim or final basis, governing the use of, and adequate protection with respect to, the Secured Lender's collateral, including cash collateral, as amended from time to time.

~~**1.12** *C/G Merger Parties* means Cypress Entertainment Group, Inc. and Garoge, Inc.~~

~~**1.13** *C/G Stockholders* means the Cypress Stockholders and the Garoge Stockholders.~~

1.12 ~~**1.14**~~ *Century City Leases* means (a) ~~that certain lease between A-P Properties, Ltd. and MGM Studios Inc. dated on or about November 15, 2000 (as amended and together with any documents executed in connection therewith), for non-residential real property located at 10250 Constellation Boulevard, Los Angeles, California 90067,~~ (a) the Century City Master Lease and (b) that certain unexpired sublease between MGM Studios Inc. and International

Creative Management, Inc. dated May 26, 2006 (as amended and together with any documents executed in connection therewith) for non-residential real property located at 10250 Constellation Boulevard, Los Angeles, California 90067.

1.13 ~~1.13~~ *Century City Master Lease* means that certain lease originally between A P Properties, Ltd. and MGM Studios Inc. dated on or about November 15, 2000 (as amended and together with any documents executed in connection therewith), for non-residential real property located at 10250 Constellation Boulevard, Los Angeles, California 90067. Constellation Place, LLC is the current landlord under the Century City Master Lease.

1.14 ~~1.15~~ *Chapter 11 Case(s)* means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

1.15 ~~1.16~~ *Claim* means a "claim" as defined in section 101(5) of the Bankruptcy Code.

1.16 ~~1.17~~ *Class* means a category of Claims or Interests, as described in Article III hereof.

1.17 *Class A Common Stock* means the class A common stock, par value \$0.01 per share, of Reorganized Holdings which common stock shall have full voting rights.

1.18 *Class B Common Stock* means the class B common stock, par value \$0.01 per share, of Reorganized Holdings which common stock shall be subject to the limited voting restrictions described in section 2.8 of the Stockholders Agreement and the amended certificate of incorporation of Reorganized Holdings, attached hereto as Exhibits E and H respectively.

1.19 ~~1.18~~ *Confirmation* means the confirmation of this Plan by the Bankruptcy Court pursuant to section 1129 of the Bankruptcy Code.

1.20 *Confirmation Agreement Amendment* means that certain Confirmation Agreement Amendment in the form attached hereto as Exhibit I.

1.21 ~~1.19~~ *Confirmation Date* means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court.

1.22 ~~1.20~~ *Confirmation Hearing* means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.23 ~~1.21~~ *Confirmation Order* means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.24 ~~1.22~~ *Credit Agreement* means that certain Credit Agreement, dated as of April 8, 2005, by and among MGM Holdings II Inc., Metro-Goldwyn-Mayer Inc., as Borrower, the lenders party thereto, Bank of America, N.A., Citicorp USA, Inc. and The Royal Bank of

Scotland PLC, as Documentation Agents, Credit Suisse, as Syndication Agent, and the Administrative Agent, as amended, modified or supplemented from time to time.

1.25 ~~1.23~~ ***Credit Agreement Claim*** means a Claim under or arising from the Credit Agreement or the Loan Documents, including all amounts owed as "Obligations" (as defined in the Credit Agreement) and shall include Claims owed in respect of any "Specified Swap Agreement" (as defined in the Credit Agreement).

1.26 ~~1.24~~ ***Creditors' Committee*** means the statutory committee of unsecured creditors, if any, appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

~~1.25 — ***Cypress Stockholders*** means the owners of the stock in Cypress Entertainment Group, Inc. immediately prior to consummating the transactions contemplated by the Investment Agreement.~~

~~1.26 — ***Debtor Merger Party*** means a newly formed special purpose direct or indirect wholly owned subsidiary of Reorganized Holdings.~~

1.27 ***Debtors*** means the debtors and debtors in possession in the Chapter 11 Cases identified on Exhibit B hereto.

1.28 ***DIP Facility*** means any debtor in possession financing facility provided to the Debtors.

1.29 ***DIP Lenders*** means those lenders under the DIP Facility, if any, from time to time.

1.30 ***Disclosure Statement*** ~~means the disclosure statement filed contemporaneously herewith (including all exhibits and schedules thereto) relating to this Plan, as amended, modified or supplemented from time to time.~~ means the Disclosure Statement with Respect to the Joint Prepackaged Plan of Reorganization of Metro-Goldwyn-Mayer Studios Inc. and Certain of its Affiliates dated October 7, 2010 [Docket No. 27].

1.31 ***Disputed Claim*** means (a) any Claim as to which the Debtors have interposed an objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any claim otherwise disputed by the Debtors, the Reorganized Debtors, or other party-in-interest in accordance with applicable law, which objection has not been withdrawn or determined by a Final Order, (b) if there are schedules, any Claim scheduled by the Debtors as contingent, unliquidated, or disputed, (c) any Claim which amends a Claim scheduled by the Debtors as contingent, unliquidated, or disputed, or (d) any Claim prior to it having become an Allowed Claim.

1.32 ***Effective Date*** means a Business Day on or after the Confirmation Date specified by the Debtors on which (a) no stay of the Confirmation Order is in effect and (b) the conditions to effectiveness set forth in Article VIII hereof have been satisfied or waived.

1.33 Equity Incentive Plan means an equity incentive plan to be implemented by Reorganized Holdings with the terms as set forth on **Exhibit F**.

1.34 Estate(s) means, individually, the estate of any of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

1.35 Exculpated Parties means ~~collectively~~: (a) the Reorganized Debtors, (b) the Released Parties, (c) Spyglass, (d) the ~~Spyglass Merger Parties, (e) the C/G Stockholders, and (f) the respective agents, officers,~~ Management Stakeholders, (e) Investment Agreement Professionals, (f) Cypress Entertainment Group, Inc., (g) Garoge, Inc., (h) the Gary Barber Living Trust, (i) the Roger Birnbaum Family Trust, (j) Barber Trust Partnership, (k) 2000 Birnbaum Irrevocable Trust, (l) Jonathan Glickman, and (m) the former and present directors, officers, managers, ~~employees, representatives, advisors, attorneys, affiliates, shareholders, or members, or any of their successors or assigns~~ or employees of (a) through (e) (~~each~~ in their capacity as such).

1.36 Executory Contracts and Unexpired Leases means all executory contracts and unexpired leases to which any of the Debtors is a party.

1.37 Exhibit means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement, as amended, modified or supplemented from time to time.

1.38 Final Order means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal, that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed, has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted.

~~**1.39 Garoge Stockholders** means the owners of the stock in Garoge, Inc. immediately prior to consummating the transactions contemplated by the Investment Agreement.~~

1.39 ~~**1.40**~~ **General Unsecured Claim** means a Claim against any of the Debtors that is not an Administrative Claim, Priority Tax Claim, Non-Tax Priority Claim, Credit Agreement Claim, P&A Facility Claim or Other Secured Claim.

1.40 ~~**1.41**~~ **Holder** means a holder of a Claim or Interest, as applicable.

1.41 ~~**1.42**~~ **Holdings** means MGM Holdings Inc.

1.42 ~~**1.43**~~ **Impaired** means, when used in reference to a Claim, a Claim that is in a class that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.43 ~~**1.44**~~ **Intercompany Claim** means (a) any account reflecting intercompany book entries by one Debtor with respect to any other Debtor or any non-Debtor affiliate that is a

direct or indirect wholly owned subsidiary of a Debtor or (b) any Claim that is not reflected in such book entries and is held by a Debtor against any other Debtor or any non-Debtor affiliate that is a direct or indirect wholly owned subsidiary of a Debtor.

1.44 ~~1.45~~ **Interest** means the legal, equitable, contractual (including, without limitation, any contractual right to acquire equity in a Debtor contingent upon future events, such as an initial public offering), and other rights of any Person with respect to any capital stock or other ownership interest in any Debtor, whether or not transferable, and any option, warrant, or right to purchase, sell, or subscribe for an ownership interest or other equity security in any Debtor.

1.45 ~~1.46~~ **Investment Agreement** means the Investment Agreement ~~by and among MGM Holdings Inc., C/G Acquisition LLC, Cypress Entertainment Group, Inc., Garoge, Inc., Spyglass Entertainment Holdings, LLC, the C/G Stockholders (as defined therein), and the Management Stockholders (as defined therein), in the form, excluding exhibits,~~ in the form attached hereto as **Exhibit C**, and as may be amended by the parties thereto pursuant to the terms thereof.

~~1.47~~ **Letters of Credit** means ~~any undrawn letters of credit issued under the Credit Agreement outstanding as of the Effective Date.~~

1.46 **Investment Agreement Professionals** (a) Allen Matkins Leck Gamble Mallory & Natsis LLP, (b) Munger, Tolles & Olson LLP and (c) O'Melveny & Myers LLP.

1.47 ~~1.48~~ **Lien** means any lien, security interest, pledge, title retention agreement, encumbrance, charge, mortgage or hypothecation, other than, in the case of securities and any other equity ownership interests, any restrictions imposed by applicable United States or foreign securities laws.

1.48 ~~1.49~~ **Loan Documents** means the "Loan Documents" as defined in the Credit Agreement.

1.49 **Management Stakeholders** means Gary Barber and Roger Birnbaum.

1.50 **MGM Companies** means, collectively, Holdings and any of its Subsidiaries ~~(including Merger Sub, as such term is defined in the Investment Agreement).~~

1.51 ~~New Common Stock means shares of common stock of Reorganized Holdings.~~ means collectively, the Class A Common Stock and the Class B Common Stock.

1.52 **New Credit Facility** means that certain financing facility to be entered into between the Reorganized Debtors and the lenders party thereto on the Effective Date, which shall have terms substantially as set forth in the commitment letter or term sheet attached hereto as **Exhibit A**, and all documents, agreements and instruments related thereto. The Debtors may file **Exhibit A** with the Bankruptcy Court at any time at least five business days prior to the deadline that the Bankruptcy Court sets for parties in interest to file objections to Confirmation.

1.53 **New Lenders** means those lenders party to the New Credit Facility from time to time and the DIP Lenders, if any.

1.54 *Non-Tax Priority Claim* means a Claim, other than an Administrative Claim or Priority Tax Claim, which is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

1.55 *Other Secured Claim* means a Secured Claim that is not a P&A Facility Claim or a Credit Agreement Claim.

1.56 *P&A Facility* means that certain Amended and Restated Revenue Participation Agreement by and among, on the one hand, Metro-Goldwyn-Mayer Studios Inc. and the Distribution Subsidiaries (as defined therein), and, on the other hand, Domestic Distribution Inc., as amended, modified or supplemented from time to time.

1.57 *P&A Facility Claim* means a Claim under the P&A Facility.

1.58 *Person* means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, joint venture, joint stock company, firm, trust, estate, unincorporated organization, association, government, governmental agency, or other entity, in each case whether acting in an individual, fiduciary or other capacity.

1.59 *Petition Date* means, with respect to a Debtor, the date on which such Debtor filed its petition for relief commencing its Chapter 11 Case.

1.60 *Plan* means this chapter 11 plan of reorganization, including the Exhibits and all supplements, appendices, and schedules hereto, either in its current form or as the same may be amended, modified or supplemented from time to time with the consent of the Administrative Agent.

1.61 *Priority Tax Claim* means a Claim of a governmental unit of the kind specified in sections 502(i), 507(a)(8), or 1129(a)(9)(D) of the Bankruptcy Code.

1.62 *Professional* means (a) any professional employed in the Chapter 11 Cases pursuant to sections 327, 328, or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

1.63 *Professional Fee Claim* means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

1.64 *Reduction Agreement Order* means that certain *Order Approving Space Reduction Agreement and Transactions Thereunder, and Granting Related Relief [Docket No. 125]*.

1.65 ~~1.64~~ *Registration Rights* means registration rights to be provided to certain holders of New Common Stock pursuant to the Registration Rights Agreement.

1.66 ~~1.65~~ **Registration Rights Agreement** means a registration rights agreement to be entered into on the Effective Date among Reorganized Holdings and certain holders of New Common Stock, in the form attached hereto as **Exhibit D**.

1.67 ~~1.66~~ **Reinstated** means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim so as to leave the class including such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default, (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code, (ii) reinstating the maturity of such Claim as such maturity existed before such default, (iii) compensating the holder of a Claim for any damages incurred as a result of any reasonable reliance by such holder of a Claim on such contractual provision or such applicable law, and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim; *provided, however*, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence, prohibiting certain transactions, change of control or actions contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured to achieve reinstatement.

1.68 ~~1.67~~ **Released Parties** means (a) the Debtors ~~and the Debtors' former and present directors, officers, or employees (in their capacity as such)~~, ~~(b) the entities listed on each of the Debtors' List of Equity Security Holders filed in accordance with Rule 1007(a)(3) of the Bankruptcy Rules,~~ (c) any Subsidiary of any Debtor, (d) the Administrative Agent (in its capacity as such), ~~(e) the Creditors' Committee and its members, if any (in their capacity as such),~~ ~~(d) the Secured Lenders (in their capacity as such),~~ ~~(e) the New Lenders (in their capacity as such),~~ ~~and (f) the respective agents, officers, directors, employees, representatives, advisors, attorneys, affiliates, shareholders, or members, or any of their successors or assigns of (a) through (e)~~ (h) the Restructuring Professionals and (i) the former and present directors, officers, managers or employees of (a) through (h) (in their capacity as such).

1.69 ~~1.68~~ **Reorganized** means, with respect to a Debtor, the successor to such Debtor on and after the Effective Date.

1.70 **Restructuring Professionals** means (a) Cair Management, LLC, (b) Mr. Stephen F. Cooper, (c) Houlihan Lokey, (d) Klee, Tuchin Bogdanoff & Stern LLP, (e) Moelis & Company, LLC, (f) Simpson Thacher & Bartlett LLP, (g) Skadden, Arps, Slate, Meagher & Flom LLP, (h) Spencer Stuart and (i) Zolfo Cooper Management, LLC.

1.71 ~~1.69~~ **Retained Actions** means all claims, causes of action, rights of action, suits and proceedings, whether in law or in equity, whether known or unknown, which any Debtor, any Debtor's Estate, or any Reorganized Debtor may hold against any Person, including, without limitation, (a) claims and causes of action brought prior to the Effective Date, (b) claims and causes of action against any Persons for failure to pay for products or services provided or rendered by any of the Debtors or Reorganized Debtors, (c) claims and causes of action relating to

strict enforcement of any of the Debtors' or Reorganized Debtors' intellectual property rights, including patents, copyrights and trademarks, (d) claims and causes of action seeking the recovery of any of the Debtors' or the Reorganized Debtors' accounts receivable or other receivables or rights to payment created or arising in the ordinary course of any of the Debtors' or the Reorganized Debtors' businesses, including, without limitation, claim overpayments and tax refunds, and (e) all Avoidance Actions; *provided, however*, that Retained Actions shall not include those claims, causes of action, rights of action, suits and proceedings, whether in law or in equity, whether known or unknown, released under Article IX herein.

1.72 ~~1.70~~ ***Secured Claim*** means a Claim that is secured by a Lien on property in which a Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

1.73 ~~1.71~~ ***Secured Lenders*** means those lenders party to the Credit Agreement from time to time and their affiliates holding Credit Agreement Claims.

1.74 ***Space Reduction Agreement*** means that certain "Space Reduction Agreement" entered into as of November 2, 2010 by and between Constellation Place, LLC and Metro-Goldwyn-Mayer Studios Inc.

1.75 ~~1.72~~ ***Spyglass*** means Spyglass Entertainment Holdings, LLC.

1.76 ~~1.73~~ ***Spyglass Consent Parties*** means (a) Spyglass, ~~and~~ (b) ~~a majority of the Cypress Stockholders, and (c) a majority of the Garage Stockholders~~ the Management Stakeholders.

1.77 ~~1.74~~ ***Steering Committee*** means that certain steering committee of certain lenders under the Credit Agreement.

1.78 ~~1.75~~ ***Stockholders Agreement*** means one or more stockholders agreement(s), as necessary, with respect to the New Common Stock, in the form attached hereto as Exhibit E.

1.79 ~~1.76~~ ***Subsidiary*** of any Person means (a) a corporation more than 50% of the combined voting power of the outstanding voting stock of which is owned, directly or indirectly, by such Person or by one of more other Subsidiaries of such Person or by such Person and one or more other Subsidiaries thereof; (b) a partnership of which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, is the general partner and has the power to direct the policies, management and affairs of such partnership; (c) a limited liability company of which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, is the managing member and has the power to direct the policies, management and affairs of such company; or (d) any other Person (other than a corporation, partnership or limited liability company) in which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly,

has at least a majority ownership and has the power to direct the policies management and affairs thereof. For the purposes of this definition, "voting power" shall mean the right to elect a majority of the board of directors of such corporation, and United Artists Entertainment LLC shall be deemed to be a Subsidiary of Holdings.

1.80 ~~1.77~~ *Subsidiary Debtors* means each of the Debtors other than Holdings.

1.81 ~~1.78~~ *Transaction Documents* means, collectively, the New Credit Facility, the Investment Agreement, all Registration Rights Agreements, the Stockholders Agreement, any other document included with the definition of "Transaction Document" in the Investment Agreement, and any option agreement, contract, instrument, and other agreement or document executed or delivered in connection with the foregoing.

1.82 ~~1.79~~ *Unclassified Claims* means Administrative Claims and Priority Tax Claims.

1.83 ~~1.80~~ *Unimpaired* means a Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.84 *Rules Of Interpretation And Computation Of Time*. For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions with any modifications subject to the consent of the Debtors, the Administrative Agent, and the Spyglass Consent Parties; (c) any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified, or supplemented pursuant to this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns; (e) all references in this Plan to Sections and Articles are references to Sections and Articles of or to this Plan; (f) the words "herein," "hereunder," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, certificates of incorporation, by-laws, instrument, release, or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply; (k) "including" means "including without limitation;" and (l) with reference to any distribution under this Plan, "on" a date means on or as soon as reasonably practicable after that date.

Exhibits. All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court on or after the Petition Date, but in any event, no later than the Confirmation

Date and shall be in form and substance satisfactory to the Administrative Agent, Spyglass, and the ~~C/G-Stockholders~~Management Stakeholders. Holders of Claims and Interests may obtain a copy of the Exhibits upon written request to the Debtors. Upon their filing, the Exhibits may be inspected (i) in the office of the clerk of the Bankruptcy Court or its designee during normal business hours; (ii) on the Bankruptcy Court's website at <http://www.nysb.uscourts.gov> (registration required) or (iii) at the Debtors' noticing agent's website at www.donlinrecano.com at no charge. The documents contained in the Exhibits shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

ARTICLE II~~Article II~~

TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on this Plan.

2.1 *Administrative Claims.* On, or as soon as reasonably practicable after, the latest of (a) the Effective Date, (b) the date on which an Administrative Claim becomes an Allowed Administrative Claim, or (c) the date on which an Allowed Administrative Claim becomes payable under any agreement relating thereto, each Holder of such Allowed Administrative Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Administrative Claim, Cash equal to the unpaid portion of such Allowed Administrative Claim. Notwithstanding the foregoing, (y) any Allowed Administrative Claim based on a liability incurred by a Debtor in the ordinary course of business during the Chapter 11 Cases may be paid in the ordinary course of business in accordance with the terms and conditions of any agreement relating thereto and (z) any Allowed Administrative Claim may be paid on such other terms as may be agreed to between the Holder of such Claim and the Debtors or the Reorganized Debtors.

2.2 *Priority Tax Claims.* On, or as soon as reasonably practicable after, the later of (a) the Effective Date or (b) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, in the sole discretion of the Debtors, (i) Cash equal to the unpaid portion of such Holder's Allowed Priority Tax Claim, (ii) treatment in any other manner such that such Holder's Allowed Priority Tax Claim shall be paid in accordance with the provisions of section 1129(a)(9)(C) of the Bankruptcy Code over a period not ending later than five years from the Petition Date, or (iii) such other treatment as to which the Debtors or the Reorganized Debtors and such Holder shall have agreed upon in writing. ~~Professional Fees~~ Professional Fees. Each Professional requesting compensation pursuant to sections 330, 331 or 503(b) of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases prior to the Effective Date shall file with the Bankruptcy Court an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases on or before the 60th day following the Effective Date. Without limiting the foregoing, the Reorganized Debtors may pay the charges incurred by the Reorganized Debtors on and after the Effective Date for any Professional's fees, disbursements, expenses or related support services, without application to or approval by the Bankruptcy Court.

ARTICLE III~~Article III~~

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 Introduction.

This Plan is a single plan of reorganization for the jointly administered Chapter 11 Cases, but does not constitute a substantive consolidation of the Debtors' Estates. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified, and the respective treatment of such Unclassified Claims is set forth in Article II of this Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

3.2 Summary of Classes.

<i>Class</i>	<i>Impaired/Unimpaired; Entitlement To Vote</i>
Class 1 - Non-Tax Priority Claims	Unimpaired - Deemed to have accepted this Plan and not entitled to vote
Class 2 – Other Secured Claims	Unimpaired - Deemed to have accepted this Plan and not entitled to vote
Class 3 – Credit Agreement Claims	Impaired – Entitled to vote
Class 4 – P&A Facility Claims	Unimpaired - Deemed to have accepted this Plan and not entitled to vote
Class 5 - General Unsecured Claims	Unimpaired - Deemed to have accepted this Plan and not entitled to vote
Class 6 - Interests in Subsidiary Debtors	Unimpaired - Deemed to have accepted this Plan and not entitled to vote
Class 7 – Interests in Holdings	Impaired – Deemed to have rejected this Plan and not entitled to vote

3.3 Treatment of Classes.

Class 1 – Non-Tax Priority Claims

Claims In Class: Class 1 consists of all Non-Tax Priority Claims against each of the Debtors.

Treatment: Except to the extent that the Holder of an Allowed Non-Tax Priority Claim has agreed to a less favorable treatment of such Claim, on,

or as soon as reasonably practicable after the latest of (a) the Effective Date (b) the date on which such Non-Tax Priority Claim becomes an Allowed Non-Tax Priority Claim, (c) the date on which such Allowed Non-Tax Priority Claim is otherwise due and payable, and (d) such other date as mutually may be agreed to by and between the Debtors and the Holder of such Non-Tax Priority Claim, each Holder of an Allowed Non-Tax Priority Claim shall receive, in full and final satisfaction, release, and discharge of, and in exchange for, such Allowed Non-Tax Priority Claim, Cash equal to the unpaid portion of such Allowed Non-Tax Priority Claim.

Voting: Class 1 is an Unimpaired Class, and the Holders of Allowed Class 1 Non-Tax Priority Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Non-Tax Priority Claims are not entitled to vote to accept or reject this Plan.

Class 2 – Other Secured Claims

Claims In Class: Class 2 consists of all Other Secured Claims against each of the Debtors.

Treatment: On the Effective Date, or as soon thereafter as is reasonably practicable, each Holder of an Allowed Class 2 Other Secured Claim shall, at the option of the applicable Debtor, be entitled to the treatment set forth below in option A, B, C, or D. The Debtors and the Reorganized Debtors specifically reserve the right to challenge the validity, nature and perfection of, and to avoid pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported Liens relating to the Other Secured Claims.

Option A: Allowed Other Secured Claims with respect to which the applicable Debtor elects option A shall be Reinstated. The failure of the Debtors to file an objection, prior to the Effective Date, with respect to any Other Secured Claim that is Reinstated hereunder shall be without prejudice to the rights of the Reorganized Debtors to contest or otherwise defend against such Claim in an appropriate forum (including the Bankruptcy Court in accordance with Article X of this Plan) when and if such Claim is sought to be enforced. Any cure amount that the Debtors may be required to pay pursuant to section 1124(2) of the Bankruptcy Code on account of any such Reinstated Other Secured Claim shall be paid on, or as soon as practicable after, the latest of (a) the Effective Date, (b) the date on which such Other Secured Claim becomes Allowed, or (c) such other date as mutually may be agreed to by and between such Holder and the Debtors or Reorganized Debtors.

Option B: Allowed Other Secured Claims with respect to which the applicable Debtor elects option B shall be paid in Cash, in full, including any

amounts owed under section 506 of the Bankruptcy Code, on, or as soon as reasonably practicable after, the latest of (a) the Effective Date, (b) the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, (c) the date on which such Other Secured Claim is otherwise due and payable and (d) such other date as mutually may be agreed to by and between such Holder and the Debtors or Reorganized Debtors.

Option C: Allowed Other Secured Claims with respect to which the applicable Debtor elects option C shall be satisfied by the surrender to the Holder of the Claim of the collateral securing the applicable Other Secured Claim.

Option D: Allowed Other Secured Claims with respect to which the applicable Debtor elects option D shall be satisfied in accordance with such other terms and conditions as may be agreed upon by the applicable Debtor or Reorganized Debtor and the Holder of such Allowed Secured Claim.

The applicable Debtor shall be deemed to have elected option A with respect to all Allowed Other Secured Claims except those with respect to which the applicable Debtor elects another option in writing prior to the Confirmation Hearing.

Voting: Class 2 is an Unimpaired Class, and the Holders of Allowed Class 2 Other Secured Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Other Secured Claims are not entitled to vote to accept or reject this Plan.

Class 3 – Credit Agreement Claims

Claims In Class: Class 3 consists of all Credit Agreement Claims against each of the Debtors.

Treatment: Each Holder of an Allowed Credit Agreement Claim shall receive, in full and final satisfaction, release, and discharge of, and in exchange for, such Allowed Credit Agreement Claim, its pro rata share of ~~95.3~~99.46% of the New Common Stock to be issued and outstanding on the Effective Date, subject to dilution by the Equity Incentive Plan, ~~plus the consideration described in the paragraph immediately below.~~ Distributions on account of Credit Agreement Claims shall be made on the Effective Date to each Holder of an Allowed Credit Agreement Claim in accordance with Section 6.2 hereof. As set forth in Section 5.4 hereof, the New Common Stock will be subject to the Stockholders Agreement. For the purpose of this Plan, all Class 3 Claims shall be deemed Allowed in an amount not less than \$4,888,130,941.97 in

accordance with the terms of the Credit Agreement and the Loan Documents and shall not be subject to defense, offset, counterclaim or reduction.

~~With respect to each of the Letters of Credit outstanding on the Effective Date (if any), the Debtors will, at their discretion and in consultation with the Administrative Agent, (i) return such Letter of Credit to the issuing bank undrawn and marked "cancelled," (ii) "roll" such Letters of Credit into the New Credit Facility in a manner and pursuant to documentation reasonably satisfactory to the applicable issuing lenders of such Letters of Credit or (iii) cash collateralize Claims in respect of their obligations under such Letters of Credit in an amount acceptable to the Administrative Agent that is intended to insure as much as is practicable a recovery on such Claims that is ratable with other Class 3 Claim recoveries.~~

All fees, costs and expenses of the Administrative Agent as well as reasonable professional fees and expenses for the Administrative Agent ~~and also for the Steering Committee payable~~ shall be paid in full and in cash on the Effective Date or as soon thereafter as is practicable.

Voting: Class 3 is Impaired. Pursuant to section 1126 of the Bankruptcy Code, each Holder of an Allowed Class 3 Credit Agreement Claim is entitled to vote to accept or reject this Plan.

Class 4 – P&A Facility Claims

Claims In Class: Class 4 consists of all P&A Facility Claims against each of the Debtors.

Treatment: Holders of Class 4 P&A Facility Claims shall have such Claims Reinstated on the Effective Date; provided that, the P&A Facility shall be amended by the Confirmation Agreement Amendment on the Effective Date.

Voting: Class 4 is an Unimpaired Class, and the Holders of Allowed Class 4 P&A Facility Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 P&A Facility Claims are not entitled to vote to accept or reject this Plan.

Class 5 – General Unsecured Claims

Claims In Class: Class 5 consists of all General Unsecured Claims against each of the Debtors.

Treatment: On the latest of (a) the Effective Date, (b) the date on which such General Unsecured Claim becomes Allowed, and (c) such other date as mutually may be agreed to by and between the Debtors or Reorganized Debtors and the Holder of such General Unsecured Claim, or, in each case, as soon thereafter as practicable, each Holder of an Allowed General Unsecured Claim in Class 5 shall be paid in Cash the amount of such Allowed General Unsecured Claim, in full and final satisfaction of such Holder's Allowed General Unsecured Claim; **provided, however,** a General Unsecured Claim that is not due and payable on or before the Effective Date shall be paid thereafter (i) in the ordinary course of business in accordance with the terms of any agreement governing, or other documents relating to, such General Unsecured Claim or (ii) in accordance with the course of practice between the Debtors and such Holder with respect to such General Unsecured Claim.

Voting: Class 5 is an Unimpaired Class, and the Holders of Allowed Class 5 General Unsecured Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 5 General Unsecured Claims are not entitled to vote to accept or reject this Plan.

Class 6 – Interests in Subsidiary Debtors

Interests In Class: Class 6 consists of all Interests in Subsidiary Debtors.

Treatment: Holders of Class 6 Interests in Subsidiary Debtors shall have such Interests Reinstated on the Effective Date.

Voting: Class 6 is an Unimpaired Class, and the Holders of Allowed Class 6 Interests are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 6 Interests are not entitled to vote to accept or reject this Plan.

Class 7 – Interests in Holdings

Claims In Class: Class 7 consists of all Interests in Holdings and all Claims arising from or related to Interests in Holdings that are subject to subordination under section 510(b) of the Bankruptcy Code.

Treatment: All Interests in Holdings shall be cancelled.

Voting: Class 7 is Impaired, and the Holders of Allowed Class 7 Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Class 7 Interests in Holdings are not entitled to vote to accept or reject this Plan.

3.4 *Intercompany Claims.* On the Effective Date, all net Intercompany Claims (taking into account any setoffs of Intercompany Claims) held by the Debtors between and among the Debtors or between one or more Debtors and any affiliate of one of the Debtors that is not itself a Debtor shall, at the election of Reorganized Holdings, be either (a) Reinstated, (b) released, waived, and discharged, or (c) contributed to, or dividended to, the capital of the obligor.

3.5 *Alternative Treatment.* Notwithstanding any provision herein to the contrary, any Holder of an Allowed Claim or Interest may receive, instead of the distribution or treatment to which it is entitled hereunder, any other distribution or treatment to which it and the Debtors, with the consent of the Administrative Agent and each of the Spyglass Consent Parties, or, after the Effective Date, the Reorganized Debtors may agree in writing.

3.6 *Special Provision Regarding Unimpaired Classes of Claims.* Except as otherwise provided in this Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Claims in Unimpaired Classes, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs against or recoupments of Claims in Unimpaired Classes.

3.7 *Procedures for Resolving Disputed, Contingent, and Unliquidated Claims.* ~~The Debtors and~~ In the event a Claim is not an Allowed Claim as of the Effective Date, the Holder of such Claim or the Reorganized Debtors may ~~contest~~ commence an action or proceeding to determine the amount and validity of such Claim in (a) any ~~disputed, contingent, or unliquidated Claim in the ordinary course of business in the manner and, at their option, may do so in the~~ venue in which such Claim ~~would~~ could have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; ~~provided, however, if, or (b) the Bankruptcy Court; provided, that the parties may agree that any dispute will be determined, resolved or adjudicated in the appropriate non-bankruptcy forum and not before the Bankruptcy Court. If~~ the Reorganized Debtors contest the amount or validity of any Claim arising under a Transaction Document, they must do so in the venue provided in such Transaction Document. Without limiting this Section 3.7, unless the parties have agreed otherwise in accordance with this Section 3.7, the Bankruptcy Court shall retain jurisdiction over any dispute in respect of any pre-Effective Date default or alleged default under any Assumed or Rejected Contract and over the amount of any rejection damage claim in respect of a Rejected Contract.

ARTICLE IV ~~Article IV~~

ACCEPTANCE OF THIS PLAN

4.1 *Classes Entitled to Vote.* Class 3 - Credit Agreement Claims are entitled to vote to accept or reject this Plan. By operation of law, each Unimpaired Class of Claims and Interests is deemed to have accepted this Plan and, therefore, is not entitled to vote. By operation

of law, Class 7 – Interests in Holdings is deemed to have rejected this Plan and is not entitled to vote.

4.2 Acceptance by Impaired Classes. An Impaired Class of Claims shall have accepted this Plan if, not counting the vote of any holder designated under section 1126(e) of the Bankruptcy Code, (i) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in the Class have voted to accept this Plan and (ii) the Holders of more than one-half in number of the Allowed Claims actually voting in the Class have voted to accept this Plan.

4.3 Elimination of Classes. To the extent applicable, any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of the commencement of the Confirmation Hearing, shall be deemed to have been deleted from this Plan for purposes of (a) voting to accept or reject this Plan and (b) determining whether it has accepted or rejected this Plan under section 1129(a)(8) of the Bankruptcy Code.

4.4 Cramdown. To the extent necessary, except with respect to Class 3, the Debtors shall request confirmation of this Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to modify this Plan with the consent of the Administrative Agent and each of the Spyglass Consent Parties to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

ARTICLE V~~Article V~~

MEANS FOR IMPLEMENTATION OF THIS PLAN

5.1 Continued Legal Existence and Revesting of Assets. Except as otherwise provided in this Plan, each of the Debtors will continue to exist after the Effective Date as a separate legal entity, with all the powers of such an entity (whether a limited liability company, corporation, or other entity, as appropriate) under applicable law in the jurisdiction in which each applicable Debtor is organized, incorporated or otherwise formed and pursuant to such Debtor's articles of organization or formation, operating agreement and other organizational documents in effect as of the Effective Date (provided that such organizational documents shall be amended to prohibit the Reorganized Debtor from issuing non-voting equity securities, to the extent necessary to comply with section 1123(a) of the Bankruptcy Code), without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date. In accordance with section 9.2 hereof, and except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising each Estate (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revest in the applicable Reorganized Debtor.

5.2 Sources of Cash for Distribution. All Cash necessary for the Reorganized Debtors to make payments required by this Plan shall be obtained from (i) existing Cash balances, (ii) the operations of the Debtors or Reorganized Debtors, and (iii) proceeds from the New Credit Facility.

5.3 Investment Agreement; Issuance of New Common Stock. On the Effective Date, upon the terms and subject to the conditions set forth in the Investment Agreement, (i) Spyglass will contribute the assets set forth in the Investment Agreement to Reorganized Holdings or its designated subsidiary and Reorganized Holdings will assume all liabilities related thereto, and (ii) ~~Cypress and Garoge will merge with and into the Debtor Merger Party, with the Debtor Merger Party as the surviving limited liability company, (iii) Spyglass will be issued approximately 0.52% of the New Common Stock issued and outstanding as of the Effective Date, and (iv) the C/G Stockholders will be issued approximately 4.17~~ Spyglass will be issued 0.54% of the New Common Stock issued and outstanding as of the Effective Date. Under Section 3.3(c) hereof, Holders of Credit Agreement Claims will be issued the remaining ~~approximately 95.31~~ 99.46% of the New Common Stock issued and outstanding on the Effective Date. Each Secured Lender shall have the option to receive either Class A Common Stock or Class B Common Stock. The New Common Stock issued to the Holders of Credit Agreement Claims and to Spyglass ~~and the C/G Stockholders~~ shall be subject to dilution by the Equity Incentive Plan. All shares of New Common Stock issued under this Plan shall be, upon issuance, fully paid and non-assessable, and the holders thereof shall have no preemptive or other rights to subscribe for additional shares, except as otherwise provided in the Stockholders Agreement pursuant to options or other awards issued pursuant to the Equity Incentive Plan. Except as set forth in this Section ~~5.25.3~~ or the Transaction Documents, no New Common Stock or securities convertible into, exchangeable for, or exercisable for shares of common stock or other equity of Reorganized Holdings shall be issued or outstanding as of the Effective Date.

5.4 Section 1145 Exemption. Pursuant to section 1145 of the Bankruptcy Code, the issuance and allocation of shares of the New Common Stock to Holders of Credit Agreement Claims pursuant to the Plan shall be exempt from registration under the Securities Act and any state or local law requiring registration for offer or sale of a security.

5.5 Stockholders Agreement for New Common Stock. On the Effective Date, Reorganized Holdings, Spyglass and the ~~C/G Stockholders~~ Management Stakeholders shall execute and deliver the Stockholders Agreement. Each Holder of an Allowed Class 3 - Credit Agreement Claim shall be deemed bound by the Stockholders Agreement as of the Effective Date without the need for execution or delivery by such Holder.

5.6 Registration Rights Agreement. Without limiting the effect of section 1145 of the Bankruptcy Code, on the Effective Date, Reorganized Holdings will enter into a Registration Rights Agreement with (i) Spyglass ~~and each C/G Stockholder, and~~, (ii) the Management Stakeholders, and (iii) each holder of New Common Stock, (a) who by virtue of holding New Common Stock to be distributed under this Plan and/or its relationship with Reorganized Holdings could reasonably be deemed to be an "affiliate" (as such term is used with the meaning of applicable securities laws) of Reorganized Holdings, and (b) who requests in writing that Reorganized Holdings execute such agreement.

5.7 Equity Incentive Plan. On the Effective Date, the Equity Incentive Plan, in the form attached hereto as Exhibit F, shall become effective without any requirement of further action by stockholders, members, creditors, directors, or managers of the Debtors or the Reorganized Debtors.

5.8 Corporate Action. Each of the matters provided for under this Plan or the Transaction Documents involving the corporate structure of any Debtor or Reorganized Debtor or any corporate action to be taken by, or required of, any Debtor or Reorganized Debtor shall be deemed to have occurred and be effective as provided herein, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by stockholders, members, creditors, directors, or managers of the Debtors or the Reorganized Debtors.

5.9 Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors will retain and may (but are not required to) enforce all Retained Actions. After the Effective Date, the Reorganized Debtors, in their sole and absolute discretion, shall have the right to bring, settle, release, compromise, or enforce such Retained Actions (or decline to do any of the foregoing), without further approval of the Bankruptcy Court. The Reorganized Debtors or any successors, in the exercise of their sole discretion, may pursue such Retained Actions so long as it is in the best interests of the Reorganized Debtors or any successors holding such rights of action. The failure of the Debtors to specifically list any claim, right of action, suit, proceeding, or other Retained Action in this Plan or the Disclosure Statement does not, and will not be deemed to, constitute a waiver or release by the Debtors or the Reorganized Debtors of such claim, right of action, suit, proceeding or other Retained Action, and the Reorganized Debtors will retain the right to pursue such claims, rights of action, suits, proceedings, and other Retained Actions in their sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches will apply to such claim, right of action, suit, proceeding, or other Retained Action upon or after the confirmation or consummation of this Plan.

5.10 Effectuating Documents; Further Transactions. Each of the Debtors and Reorganized Debtors, and their respective officers and designees, is authorized to execute, deliver, file, or record the Transaction Documents and such other contracts, instruments, releases, indentures, and other agreements or documents, and take such actions, as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan, or to otherwise comply with applicable law.

5.11 Exemption From Certain Transfer Taxes and Recording Fees. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from a Debtor to a Reorganized Debtor or to any other Person or entity pursuant to this Plan, or any agreement regarding the transfer of title to or ownership of any of the Debtors' real or personal property, will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

5.12 Further Authorization. The Reorganized Debtors shall be entitled to seek such orders, judgments, injunctions, and rulings as they deem necessary to carry out the intentions and purposes, and to give full effect to the provisions, of this Plan.

5.13 *Dissolution of Creditors' Committee.* The Debtors do not anticipate a Creditors' Committee will be formed in the Chapter 11 Cases because all general unsecured creditors are Unimpaired under this Plan. If a Creditors' Committee is appointed, it shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code. On the Effective Date, the Creditors' Committee, if appointed, shall be dissolved and the Creditors' Committee's members shall be deemed released of all their duties, responsibilities, and obligations in connection with the Chapter 11 Cases or this Plan and its implementation, and the retention or employment of the Creditors' Committee's attorneys, accountants, professionals, and other agents shall terminate, except with respect to (i) all Professional Fee Claims and (ii) any appeals of the Confirmation Order.

5.14 *Cancellation of Existing Securities and Agreements.* Except as provided in this Plan or in the Confirmation Order or for the purpose of evidencing a right to distribution hereunder or a contractual right to indemnification or reimbursement of the Administrative Agent against the Secured Lenders under the terms of the Credit Agreement, on the Effective Date, all notes, stock, instruments, certificates, agreements, side letters, fee letters and other documents evidencing or giving rise to Credit Agreement Claims and Interests in Holdings shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote, or other approval or authorization by any Person. The Holders of or parties to such notes, stock, instruments, certificates, agreements, side letters, fee letters, and other documents shall have no rights arising from or relating to such notes, stock, instruments, certificates, agreements, side letters, fee letters, and other documents or the cancellation thereof, except the rights provided pursuant to this Plan and the Confirmation Order.

5.15 *Officers and Directors of Reorganized Debtors.* On the Effective Date, each of the members of the existing board of directors or managers, as applicable, of the Debtors shall be deemed to have resigned in such capacity. Except as set forth in the Transaction Documents or in the Disclosure Statement, it is anticipated that the Debtors' businesses will continue to be managed, as of the Effective Date, by existing management. At any time at least two business days prior to the deadline that the Bankruptcy Court sets for parties in interest to file objections to Confirmation, the Debtors will file a notice with the Court designating the Reorganized Debtors' new officers and members of the board of directors or managers, as applicable, of the Reorganized Debtors. On the Effective Date, the new officers, directors or managers, as applicable, of the Reorganized Debtors will be appointed automatically without any requirement of further action by stockholders, members, creditors, directors, or managers of the Debtors or the Reorganized Debtors.

ARTICLE VI~~Article VI~~

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 *Allowed Claims and Interests.* Notwithstanding any provision herein to the contrary, the Debtors or the Reorganized Debtors shall make distributions only to Holders of

Allowed Claims. A Holder of a Disputed Claim shall receive only a distribution on account thereof when and to the extent that such Holder's Disputed Claim becomes an Allowed Claim.

6.2 Distributions for Claims Allowed as of the Effective Date. Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions of New Common Stock shall be made by the Debtors or a distribution agent designated by the Debtors and shall be distributed (x) directly to Spyglass ~~and the C/G Stockholders~~ as provided in the Investment Agreement, and (y) directly to the Holders of Credit Agreement Claims listed on the Administrative Agent's register as of the Confirmation Date. The Administrative Agent shall provide the distribution agent a copy of the Administrative Agent's register as of the Confirmation Date within two business days after the Confirmation Date.

6.3 Fractional Shares. No fractional shares of New Common Stock will be issued or distributed under this Plan. The actual distribution of shares of New Common Stock will be rounded to the next higher or lower whole number as follows: (a) fractions less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number and (b) fractions equal to or greater than one-half ($\frac{1}{2}$) shall be rounded to the next higher whole number. The total number of shares of New Common Stock to be distributed herein will be adjusted as necessary to account for such rounding. No consideration will be provided to holders of Credit Agreement Claims in lieu of fractional shares that are rounded down. The treatment of fractional shares for Spyglass ~~and the C/G Stockholders~~ will be as provided for under the Investment Agreement.

6.4 Interest and Penalties on Claims. Unless otherwise specifically provided for in this Plan or the Confirmation Order, required by applicable bankruptcy law, or necessary to render a Claim Unimpaired, postpetition interest and penalties shall not accrue or be paid on any Claims, including Priority Tax Claims, Non-Tax Priority Claims, and General Unsecured Claims, and no Holder of a Claim shall be entitled to interest and penalties accruing on or after the Petition Date through the date such Claim is satisfied in accordance with the terms of this Plan.

6.5 Means of Cash Payment. Payments of Cash made pursuant to this Plan shall be made, at the option and in the sole discretion of the applicable Reorganized Debtor, by checks drawn on, or wire transfer from, a domestic bank selected by the Reorganized Debtor. Cash payments to foreign creditors may be made, at the option of the applicable Reorganized Debtor, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.6 Withholding and Reporting Requirements. In connection with this Plan and all distributions hereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

6.7 Setoffs. The Reorganized Debtors may, pursuant to applicable law, but shall not be required to, set off against any Claim the payments or other distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the Holder of such Claim; *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such Holder.

ARTICLE VII~~Article VII~~

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Assumption/Rejection of Executory Contracts and Unexpired Leases.

Except for the Century City Leases which shall be assumed or rejected pursuant to Section 7.3, each Executory Contract and Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtors by order of the Bankruptcy Court in effect as of the Effective Date (which order may be the Confirmation Order);
- (c) is the subject of a motion to reject filed by the Debtors under section 365 of the Bankruptcy Code pending as of the Effective Date; or
- (d) is rejected under Section 7.4 hereof.

An Executory Contract or Unexpired Lease that is deemed to be assumed pursuant to the foregoing sentence shall be referred to as an "Assumed Contract." An Executory Contract that is rejected or subject to a motion to reject as described above shall be referred to as a "Rejected Contract."

Entry of the Confirmation Order by the Bankruptcy Court shall constitute findings by the Bankruptcy Court that (i) the Reorganized Debtors have properly provided for adequate assurance of payment of the cure of any defaults that might have existed consistent with the requirements of section 365(b)(1) of the Bankruptcy Code, (ii) each assumption (or rejection, as the case may be) is in the best interest of the Debtors and their Estates and that each Assumed Contract is assumed as of the Effective Date, and (iii) the requirements for assumption (or rejection, as the case may be) of any Executory Contract or Unexpired Lease to be assumed have

been satisfied. No provision of any agreement or other document that permits a person to terminate or modify an agreement or to otherwise modify the rights of the Debtors based on the filing of the Chapter 11 Cases or the financial condition of the Debtors shall be enforceable. Except as otherwise provided in the following sentence, Assumed Contracts will be cured by being Reinstated and all ~~cure~~-payments required by section 365(b)(1)(A) under any Assumed Contract will be made by the Reorganized Debtors on the Effective Date or as soon as practicable thereafter. ~~In Any disputes concerning the event amount of a dispute, cure the~~ payments required by section 365(b)(1)(A) of the Bankruptcy Code shall be ~~paid upon entry of a Final Order resolving such dispute; provided, however, if an objection to the Debtors' proposed cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors, in their sole discretion, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.~~ adjudicated in accordance with Section 3.7.

Unless otherwise provided by an order of the Bankruptcy Court, any asserted Claims arising from the rejection of an Executory Contract or Unexpired Lease must be filed by Holders of such Claims with the Bankruptcy Court and served on the parties entitled to notice under this Plan no later than sixty (60) days after the later of (1) the Effective Date or (2) the effective date of such rejection, subject to the Debtors' and Reorganized Debtors' right to object thereto. In the event of such objection, the Debtors shall not be obligated to make any distribution in respect of such Claim until such dispute is resolved by Final Order of the Bankruptcy Court or the agreement of the parties.

Any alleged defaults required to be cured under section 365(b)(1)(A) of the Bankruptcy Code may be asserted, in accordance with the terms of the underlying Assumed Contract, before or after the Effective Date of the Plan, and the determination of the cure, if any, required with respect to such alleged default shall not be prejudiced or precluded notwithstanding the approval of assumption of the Assumed Contract or the occurrence of the Effective Date and shall be adjudicated in accordance with section 3.7. The Debtors shall pay any Allowed Claim for cure under section 365(b)(1)(A) of the Bankruptcy Code on the latest of (a) the Effective Date, (b) the date on which such claim for cure becomes Allowed, and (c) such other date as mutually may be agreed to by and between the Debtors or Reorganized Debtors and the Holder of such Allowed Claim for cure under section 365(b)(1)(A) of the Bankruptcy Code. For the avoidance of doubt, following the entry of the Confirmation Order, no party to an Assumed Contract may (i) challenge the assumption of the Assumed Contract, (ii) challenge the determination that the Debtors have provided adequate assurance that they will promptly cure any default under an Assumed Contract, or (iii) assert an entitlement to relief under 365(b)(1)(B) or (C).

7.2 Compensation and Benefit Programs. All of the Debtors' existing programs, plans, agreements, and arrangements relating to employee compensation and benefits (other than as set forth in any Rejected Contract), including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance plans, incentive plans, and life, accidental death and dismemberment insurance plans, entered into before the Petition Date, as amended from time to time and to the extent and as in effect immediately prior to the Effective Date ("Benefit Plans") will be deemed to be, and will be treated as though they are, executory contracts that are assumed under Section 7.1 of this Plan, and the Debtors' and Reorganized Debtors' obligations and rights under such programs, plans, agreements, and arrangements will survive confirmation of this Plan, subject to the terms and conditions of such Benefit Plans. The

Reorganized Debtors' obligations as a result of the assumption of (i) the New Employee Security Plan, dated April 8, 2005 and (ii) the Retention Bonus Plan, dated May 21, 2010, will be supplementally funded by a contribution of \$12.7 million of unencumbered cash from Holdings (or such lesser amount that, when combined with amounts previously approved by the Debtor's Board of Directors and the Steering Committee, is necessary to fully fund the early exercise option under the New Employee Security Plan and the Retention Bonus Plan and is acceptable to the Administrative Agent and any cash held at Reorganized Holdings in excess of such amounts shall re-vest in Reorganized Holdings on the Effective Date and be available for general corporate purposes). On the Effective Date, the MGM Deferred Compensation Plan, dated July 1, 1999 shall be terminated and liquidated under Treasury Regulation Section 1.409A-3(j)(4)(ix)(B) upon the occurrence of the change of control event (as defined in Treasury Regulation Sections 1.409A-3(i)(5)) pursuant to the transactions contemplated by this Plan without penalty to the Debtors or Reorganized Debtors and distributions solely from amounts held in trusts established prior to the Petition Date for the MGM Deferred Compensation Plan beneficiaries (and not from other assets of the Debtors or Reorganized Debtors) made to the beneficiaries thereof in accordance with all requirements of such regulation. Nothing contained herein shall be deemed to modify the existing terms of the Benefit Plans, including, without limitation, the Debtors' and the Reorganized Debtors' rights of termination and amendment thereunder.

7.3 Century City Leases. Prior to twelve months after the ~~Petition~~Effective Date, the Debtors shall ~~designate in writing (the "Designation") and file with the Bankruptcy Court their intention to~~ assume or reject the Century City Leases. ~~The Century City Leases will be deemed assumed or rejected, as the case may be, as of the Effective Date or such later date set forth in the Designation,~~ provided that the Debtors shall not seek an order rejecting or otherwise terminating the Century City Master Lease in contradiction of paragraph 4 of the Space Reduction Agreement. Any assumption of the Century City Leases shall be in accordance with section 365(b) of the Bankruptcy Code, to the extent applicable. If applicable, any Claims arising from the rejection of the Century City Leases shall be governed by the deadlines and limitations set forth in Section ~~7.1.~~ 7.1 hereof; provided, however, that Claims allowed under the Space Reduction Agreement shall be treated strictly in accordance with the Space Reduction Agreement and the Reduction Agreement Order, and any Allowed General Unsecured Claims shall be paid in accordance with the Plan. Prior to the assumption or rejection of the Century City Master Lease, the Debtors shall comply with section 365(d)(3) of the Bankruptcy Code with respect to the Century City Master Lease (as modified by the Space Reduction Agreement).

7.4 Employment Contracts. The employment agreements designated for rejection in writing by the Debtors and filed with the Bankruptcy Court prior to the Confirmation Date shall be deemed rejected as of the Effective Date. Any Claims arising from the rejection of any employment agreements shall be governed by the deadlines set forth in Section 7.1. Any such Claims will be classified as Class 5 General Unsecured Claims and will likewise be Unimpaired and will be capped in accordance with section 502(b)(7) of the Bankruptcy Code.

ARTICLE VIII~~Article VIII~~

CONFIRMATION AND CONSUMMATION OF THIS PLAN

8.1 Condition To Entry of the Confirmation Order. The following are conditions precedent to the Confirmation, each of which must be satisfied or waived by the Debtors, the Administrative Agent and each of the Spyglass Consent Parties in accordance with the terms hereof:

The Plan and all schedules, documents, supplements and exhibits relating to this Plan shall have been filed in form and substance acceptable to the Debtors, the Administrative Agent and each of the Spyglass Consent Parties.

The proposed Confirmation Order shall be in form and substance acceptable to the Debtors, the Administrative Agent and each of the Spyglass Consent Parties.

8.2 Conditions To Effective Date. The Debtors shall request that the Confirmation Order include a finding by the Bankruptcy Court that, notwithstanding Bankruptcy Rule 3020(e), the Confirmation Order shall take effect immediately upon its entry. The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived by the Debtors, the Administrative Agent and each of the Spyglass Consent Parties in accordance with the terms hereof:

The Confirmation Order, in form and substance satisfactory to the Debtors, the Administrative Agent, and each of the Spyglass Consent Parties shall be in full force and effect and not subject to any stay and shall, among other things, provide that the Debtors and Reorganized Debtors are authorized without further board or shareholder approval or consent to take all actions necessary to enter into the Transaction Documents and other agreements or documents created in connection with this Plan. Without limiting the foregoing, the chairman of the board of directors, president, chief executive officer, chief financial officer or any other appropriate officer of the Debtors shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions, as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan and the Transaction Documents. The secretary or assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

All Transaction Documents shall have been executed and delivered, and all conditions precedent thereto shall have been satisfied (other than the occurrence of the Effective Date).

All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of this Plan shall have been obtained.

All other actions, documents, and agreements necessary to implement this Plan shall have been effected or executed.

The Debtors shall have sufficient Cash, whether on hand or from funds advanced under the New Credit Facility to make all required payments to be made on the Effective Date.

The Effective Date shall have occurred on or prior to March 31, 2011.

8.3 Waiver Of Conditions. The Debtors, the Administrative Agent and each of the Spyglass Consent Parties may jointly waive, in whole or in part, the conditions to the occurrence of the Effective Date, without any notice to parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Effective Date shall preclude the occurrence of the Effective Date, regardless of the circumstances giving rise to the failure of such condition to be satisfied, including any action or inaction by the Debtors, the Administrative Agent and each of the Spyglass Consent Parties. The waiver of a condition to the occurrence of the Effective Date shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

ARTICLE IX~~Article IX~~

EFFECT OF PLAN CONFIRMATION

9.1 Binding Effect. This Plan shall be binding upon and inure to the benefit of the Debtors, their Estates, all current and former Holders of Claims and Interests, and their respective successors and assigns, including, but not limited to, the Reorganized Debtors.

9.2 Revesting of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date, all property comprising the Estates (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revert in the Reorganized Debtors, free and clear of all Claims, Liens, charges, encumbrances, rights, and Interests of creditors and equity security holders. As of the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan or the Confirmation Order.

9.3 Releases and Related Matters.

(a) Releases by Holders of Claims and Interests

To the maximum extent permitted by applicable law, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a Claim or Interest shall be deemed to forever release, waive, and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever (other than for fraud or willful misconduct, including the willful misappropriation of confidential information) against the Released Parties, in connection with or related to the Debtors or the Reorganized Debtors, the Chapter 11 Cases, or this Plan (other than the rights under this Plan, the Transaction Documents, and the contracts, instruments, releases, and other agreements or documents delivered hereunder or contemplated hereby and thereby) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereunder arising, in law, equity, or otherwise.

(b) Releases by the Debtors, their Estates and the Reorganized Debtors

As of the Effective Date, for good and valuable consideration, including (without limitation) the service of the Released Parties in facilitating the expeditious implementation of the restructuring and reorganization contemplated by this Plan, the adequacy of which is hereby confirmed, the Debtors, in their individual capacities and as debtors in possession, their Estates, and the Reorganized Debtors shall be deemed forever to release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever (other than for fraud or willful misconduct, including the willful misappropriation of confidential information) against the Released Parties in connection with or related to the Debtors or the Reorganized Debtors, the Chapter 11 Cases, the Disclosure Statement or this Plan, and that could have been asserted by or on behalf of the Debtors, the Estates or the Reorganized Debtors against such Persons; *provided, however*, that there shall be no such release, waiver or discharge on account of claims or obligations in respect of (i) any loan, advance or similar payment made by the Debtors or their affiliates to or for the benefit of any party the subject of the release in this section 9.3(b), (ii) any unperformed contractual obligation owed by any party the subject of the release in this section 9.3(b) to or for the benefit of the Debtors or the Reorganized Debtors, or (iii) the rights and obligations under this Plan, the Transaction Documents, and the contracts, instruments, releases, and other agreements or documents delivered hereunder or contemplated hereby and thereby. Additionally, nothing in the Chapter 11 Cases, the Confirmation Order, the Plan, the Bankruptcy Code (including section 1141 thereof) or any other document filed in the Chapter 11 Cases shall in any way be construed to discharge, release, exculpate, limit, or relieve the Debtors, the Reorganized Debtors, or any other non-Debtor party, in any capacity, from any liability or responsibility with respect to the MGM Retirement Plan or any other defined benefit plan under any law, governmental policy, or regulatory provision. Pension Benefit Guaranty Corporation, the MGM Retirement Plan, and any other defined benefit plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, Confirmation Order, Bankruptcy Code, or any other document filed in the Chapter 11 Cases.

9.4 Discharge of the Debtors.

(a) Other than Claims arising from or related to the Transaction Documents and except as otherwise provided herein or in the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims of any nature whatsoever against the Debtors or any of their assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to this Plan on account of such Claims, upon the Effective Date, the Debtors, and each of them, shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (i) a proof of claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (ii) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (iii) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (iv) the holder of a Claim based upon such debt accepted this Plan.

(b) As of the Effective Date, other than Claims arising from or related to the Transaction Documents and except as provided in this Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, any other or further Claims, debts, rights, causes of action, claims for relief, or liabilities relating to the Debtors or any Interest in the Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, other than with respect to Claims arising from or related to the Transaction Documents and except as provided in this Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors, and the termination of all such Interests, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or a terminated Interest.

9.5 *Injunction.*

(a) **General.** Except as provided in this Plan or the Confirmation Order, from and after the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim, Interest, obligation, suit, judgment, damage, demand, debt, right, cause of action, or liability that is released, terminated, exculpated, or discharged under this Article IX, along with their respective current and former employees, agents, officers, directors, managers, principals, affiliates, shareholders, and members are permanently enjoined from taking any of the following actions against the Debtors, the Reorganized Debtors and the Exculpated Parties, and their respective agents, officers, directors, managers, employees, representatives, advisors, attorneys, affiliates, shareholders, or members, or any of their successors or assigns or any of their respective property on account of any such released, terminated or discharged Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or Interest: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to any released Person; or (v) commencing or continuing any action, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of this Plan or the Confirmation Order.

9.6 *Exculpation and Limitation of Liability.*

(a) None of the Exculpated Parties shall have or incur any liability to any Person or any of their respective agents, employees, representatives, advisors, attorneys, affiliates, shareholders, or members, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, the transactions contemplated by or described in the Transaction Documents, the formulation, negotiation, or implementation of this Plan or the Transaction Documents, the pursuit of Confirmation of this Plan, the Confirmation of this Plan, the consummation of this Plan or the Transaction Documents, or the administration of this Plan or the property to be distributed under this Plan, except for acts or omissions that are the result of fraud or willful misconduct, including

the willful misappropriation of confidential information; *provided, however*, that the foregoing exculpation and limitation of liability shall not apply to and shall not operate to waive, release, or exculpate any Claims or causes of action arising from or related to the rights and obligations under this Plan, the Transaction Documents, and the contracts, instruments, releases, and other agreements or documents delivered hereunder or contemplated hereby and thereby. Without limiting the generality of the foregoing, the Debtors, the Reorganized Debtors, the Administrative Agent, the Secured Lenders, the New Lenders, Spyglass, ~~Cypress and Garoge, the C/G Stockholders~~the Management Stakeholders, the Creditors' Committee (if any), or any other Exculpated Party and any of such parties' directors, managers, officers, or members, shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

(b) Notwithstanding any other provision of this Plan, no Person, no Person's agents, directors, managers, officers, employees, representatives, advisors, attorneys, affiliates, shareholders, or members and no Person's successors or assigns shall have any right of action against any of the Exculpated Parties for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, the transactions contemplated by or described in the Transaction Documents, the formulation, negotiation, or implementation of this Plan or the Transaction Documents, the pursuit of Confirmation of this Plan, the Confirmation of this Plan, the consummation of this Plan or the Transaction Documents, or the administration of this Plan or the property to be distributed under this Plan, except for acts or omissions that are the result of fraud or willful misconduct, including the willful misappropriation of confidential information; *provided, however*, that the foregoing prohibition shall not apply to and shall not operate to waive, release, or exculpate any Claims or causes of action arising from or related to any unperformed contractual obligation owed by any party under the Transaction Documents.

9.7 U.S. Government. Notwithstanding anything contained in this Plan or the Confirmation Order to the contrary, as to the United States, its agencies, departments, or agents (collectively, the "U.S. Government"), nothing in this Plan or the Confirmation Order shall discharge, release, or otherwise preclude: (1) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date to the U.S. Government; (2) any liability to the U.S. Government that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (3) any valid right of setoff or recoupment of the U.S. Government against any of the Debtors; or (4) any liability of the Debtors or Reorganized Debtors under environmental law to the U.S. Government as the owner or operator of property that such entity owns or operates after the Effective Date. Moreover, nothing in this Plan or the Confirmation Order shall release or exculpate any non-debtor, including any Released Party or Exculpated Party, from any liability to the U.S. Government, including but not limited to any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against the Released Parties or the Exculpated Parties, nor shall anything in this Plan or the Confirmation Order enjoin the U.S. Government from bringing any claim, suit, action or other proceeding against the Released Parties or Exculpated Parties for any liability whatsoever; provided, however, that the foregoing sentence shall not limit the scope of discharge granted to the Debtors or Reorganized Debtors under sections 524 and 1141 of the Bankruptcy Code.

9.8 ~~**9.7**~~ ***Term of Bankruptcy Injunction or Stays.*** Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date.

9.9 ~~**9.8**~~ ***Post-Effective Date Retention of Professionals.*** Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate and the Reorganized Debtors may employ and pay professionals in the ordinary course of business.

9.10 ***Effect of Release, Discharge and Injunction on Unimpaired Claims.*** Nothing in this Article IX shall in any way modify the treatment of Class 5 Claims as provided in Article III. Without limitation, nothing in this Plan, including, without limitation, the release, discharge and injunction provisions set forth in this Article IX, shall prevent any Holder of an Unimpaired Claim from pursuing (i) the allowance of such Unimpaired Claim pursuant to Section 3.7 or (ii) payment of such Unimpaired Claim from the Reorganized Debtors.

ARTICLE X~~**Article X**~~

RETENTION OF JURISDICTION

10.1 ***Retention of Jurisdiction.*** Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, except as otherwise set forth in Section 3.7 herein or in the Transaction Documents, the Bankruptcy Court shall retain exclusive jurisdiction (unless otherwise indicated) over all matters arising out of, and related to, the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) subject to the limitations on the Bankruptcy Court's jurisdiction set forth in Sections 3.7 and 7.1, resolve any matters related to the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease with respect to which any Debtor or Reorganized Debtor may be liable, and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

(b) decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications, involving the Debtors that may be pending on the Effective Date;

(c) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Disclosure Statement, or the Confirmation Order;

(d) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of this Plan or any contract, instrument, release, or other agreement or document that is executed or created pursuant to this Plan, or any entity's rights arising from, or obligations incurred in connection with, this Plan or such documents (other than a dispute arising after the Effective Date under, or directly with respect to, the Transaction Documents, which such disputes shall be adjudicated in accordance with the terms of the Transaction Documents);

(e) modify this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement, or the Confirmation Order, or remedy any defect or omission, or reconcile any inconsistency, in any Bankruptcy Court order, this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement, or the Confirmation Order, in such manner as may be necessary or appropriate to consummate this Plan;

(f) hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 330, 331, 503(b) and 1129(a)(4) of the Bankruptcy Code; *provided, however*, that from and after the Effective Date the payment of fees and expenses of the Reorganized Debtors, including professional fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(g) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation, or enforcement of this Plan or the Confirmation Order;

(h) adjudicate controversies arising out of the administration of the Estates or the implementation of this Plan;

(i) recover all assets of the Debtors and property of the Estates, wherever located;

(j) hear and determine causes of action by or on behalf of the Debtors or the Reorganized Debtor;

(k) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason, or in any respect, modified, stayed, reversed, revoked, or vacated, or distributions pursuant to this Plan are enjoined or stayed;

(l) hear and resolve all matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(m) determine any other matters that may arise in connection with, or relate to, this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement, or the Confirmation Order (other than a dispute arising after the Effective Date under, or directly with respect to, the Transaction Documents, which such disputes shall be adjudicated in accordance with the terms of the Transaction Documents);

(n) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases;

(o) hear and determine such other matters related hereto that are not inconsistent with the Bankruptcy Code or title 28 of the United States Code; and

(p) enter an order closing the Chapter 11 Cases.

10.2 *Failure of Bankruptcy Court to Exercise Jurisdiction.* If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter, including the matters set for in Section 10.1 of the Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XI~~Article XI~~

MISCELLANEOUS PROVISIONS

11.1 *Effectuating Documents and Further Transactions.* Each of the Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, or record the Transaction Documents and such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan.

11.2 *Corporate Action.* Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan or the Transaction Documents that would otherwise require approval of the stockholders, members or directors of one or more of the Debtors or the Reorganized Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as appropriate) pursuant to the applicable general corporation or other applicable law of the states in which the Debtors or the Reorganized Debtors are organized without any requirement of further action by the stockholders or directors of the Debtors or the Reorganized Debtors.

11.3 *Indemnification of Directors and Officers.*

(a) ~~(a)~~ For a period of six (6) years from and after the Effective Date, unless otherwise required by law, the certificate of incorporation and bylaws of Reorganized Holdings and each of its Subsidiaries shall contain provisions no less favorable with respect to the elimination of liability of directors and indemnification of directors, officers, employees and agents than are set forth in the certificate of incorporation and bylaws of Holdings (or the relevant Subsidiary) as in effect on the Petition Date; *provided, however*, that in the event any claim or claims are asserted against any individual entitled to the protections of such provisions within such six (6) year period, such provisions shall not be modified in any manner adverse to any such individual until the final disposition of any such claims. From and after the Effective Date, Reorganized Holdings shall indemnify and hold harmless, (i) to the fullest extent permitted under applicable law and (ii) without limiting the obligations under clause (i), as required pursuant to any indemnity agreements of any of the MGM Companies, each present and former director and officer of the MGM Companies (in and to the extent of their capacities as such, and not as stockholders and/or optionholders of the MGM Companies) (collectively, the "Indemnified D&O Parties") against any costs or expenses (including attorneys' fees and expenses), judgments, fines, losses, claims, settlements, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters pending, existing or occurring at or prior to the Effective Date (including the transactions provided for herein). Reorganized Holdings shall also advance reasonable and documented costs and expenses (including attorneys' fees) of Indemnified D&O Parties as incurred promptly after receipt by Reorganized Holdings of a written request for such advance; provided that the Person to whom costs and expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification (it being understood that Reorganized Holdings shall not require any security for such undertaking).

(b) ~~(b)~~ Holdings shall acquire a tail policy covering the six year period after the Effective Date for persons currently covered by the MGM Companies' current directors' and officers' liability insurance and fiduciary liability insurance (the "D&O Insurance") in respect of acts or omissions occurring at or prior to the Effective Date, covering each person currently covered by the D&O Insurance, on terms with respect to the coverage, deductible and amounts no less favorable than those of the D&O Insurance in effect on the date of this Agreement. The insurance purchased pursuant to this Section 11.3 shall be prepaid in full at the Effective Date and shall be non-cancelable.

(c) ~~(e)~~ If Reorganized Holdings or any of its successors or assigns shall (i) consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of Reorganized Holdings (or acquiror of such assets) shall assume all of the obligations of Reorganized Holdings set forth in this Section 11.3.

(d) ~~(d)~~—The rights of each Indemnified D&O Party under this Section 11.3 shall be in addition to any right such Person might have under the certificate of incorporation or by-laws of Holdings, Reorganized Holdings or any of their respective Subsidiaries, or under any agreement of any Indemnified D&O Party with Holdings, Reorganized Holdings or any of their respective Subsidiaries. The provisions of this Section 11.3 survive the consummation of the Mergers (as defined in Section 2.1 of the Investment Agreement) and are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified D&O Parties, their respective heirs and representatives.

11.4 *Payment Of Statutory Fees.* All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

11.5 *Amendment Or Modification Of This Plan.* Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code and subject further to the consent of the Administrative Agent and each of the Spyglass Consent Parties, the Debtors reserve the right to alter, amend, or modify this Plan at any time prior to or after the Confirmation Date, including, without limitation the right to withdraw the Plan as to any particular Debtor and seek to confirm and consummate the Plan with respect to the other Debtors. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

11.6 *Additional Debtors.* The Debtors reserve the right to commence Chapter 11 Case(s) on behalf of Additional Debtor(s) through the Confirmation Date. Upon entry of an order jointly administering such Additional Debtor's chapter 11 case with the Chapter 11 Cases, such Additional Debtor shall automatically become a party to this Plan. Each holder of a Claim that accepts distributions pursuant to this Plan is conclusively deemed to have agreed to the inclusion of any Additional Debtors to all of the provisions set forth in this Plan, subject to the rights of the Administrative Agent and each of the Spyglass Consent Parties to consent to any such inclusion.

11.7 *Severability of Plan Provisions.* If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power, upon the request of the Debtors (having obtained consent of the Administrative Agent and each of the Spyglass Consent Parties) to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11.8 Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Debtors, and their respective successors and assigns, including, without limitation, the Reorganized Debtors. The rights, benefits, and obligations of any entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such entity.

11.9 Revocation, Withdrawal, or Non-Consummation.

The Debtors reserve the right to revoke or withdraw this Plan at any time prior to the Confirmation Date and to file other plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or consummation of this Plan does not occur, then (i) this Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Class of Claims or any release contemplated hereby), assumption of executory contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void, and (iii) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall (A) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Person, (B) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or (C) constitute an admission of any sort by the Debtors or any other Person.

11.10 Notice. All notices, requests, and demands to or upon the Reorganized Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors, to:

MGM Holdings Inc.
10250 Constellation Blvd.
Los Angeles, CA 90067
Attention: Scott Packman, Esq.

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Attention: Jay M. Goffman, Esq.

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Los Angeles, California 90071
Attention: Nick Saggese, Esq.
Attention: Rick C. Madden, Esq.
Attention: Glenn S. Walter, Esq.

-and-

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars
Thirty-Ninth Floor
Los Angeles, California 90067
Attention: Kenneth N. Klee, Esq.
Attention: Michael L. Tuchin, Esq.

If to the ~~C/G Merger Parties or the C/G Stockholders~~Management Stakeholders, to:

Cypress Entertainment Group, Inc.
10900 Wilshire Boulevard, Floor 10
Los Angeles, California 90024
Fax: (310) 443-5912
Attention: Gary Barber

~~and~~

~~Garage, Inc.
10900 Wilshire Boulevard, Floor 10
Los Angeles, California 90024
Fax: (310) 443-5912
Attention: Gary Barber~~

with a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
515 South Figueroa Street, 9th Floor
Los Angeles, California 90071
Fax: (213) 620-8816
Attention: Jeffrey N. Strug, Esq.

If to Spyglass, to:

Spyglass Entertainment Holdings, LLC
10900 Wilshire Boulevard, Floor 10
Los Angeles, California 90024
Fax: (310) 443-5912
Attention: Gary Barber

with a copy to:

O'Melveny & Myers LLP
1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Fax: (310) 246-6779
Attention: Christopher Brearton, Esq.
Suzanne Uhland, Esq.

Allen Matkins Leck Gamble Mallory & Natsis LLP
515 South Figueroa Street, 9th Floor
Los Angeles, California 90071
Fax: (213) 620-8816

-and-

O'Melveny & Myers LLP
1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Fax: (310) 246-6779
Attention: Sean Monroe, Esq.

If to the Administrative Agent to:

Simpson, Thacher & Bartlett, LLP
425 Lexington Avenue
New York, N.Y. 10017
Attention: Peter V. Pantaleo, Esq.
Attention: Nicholas Baker, Esq.

11.11 Governing Law. Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law of such jurisdiction.

11.12 Tax Reporting and Compliance. The Reorganized Debtors are hereby authorized, on behalf of each of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through, and including, the Effective Date.

11.13 Conflicts. In the event that provisions of the Disclosure Statement and provisions of this Plan conflict, the terms of this Plan shall govern.

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Dated: ~~October 7~~, November 23, 2010

MGM HOLDINGS INC.
(for itself and on behalf of the other
Debtors)

By: /s/ *Stephen F. Cooper*
Name: Stephen F. Cooper
Title: Member of the Office of
the CEO