

## JOINDER AGREEMENT

This Joinder Agreement (this “Joinder”), dated as of \_\_\_\_\_, 20\_\_, is executed by \_\_\_\_\_ (the “Transferee”) and delivered to MGM Holdings Inc., a Delaware corporation (the “Company”), pursuant to Sections 4.1(c) and 7.6 of the Stockholders Agreement (as defined below) and Section 17 of the Registration Rights Agreement (as defined below). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Stockholders Agreement, unless otherwise noted.

### RECITALS

A. The Company and \_\_\_\_\_ (the “Transferor”), among others, are parties (or deemed to be parties) to (i) that certain Stockholders Agreement, dated as of December 20, 2010, by and among MGM Holdings Inc. and the Stockholders (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Stockholders Agreement”) and (ii) that certain Registration Rights Agreement, dated as of December 20, 2010, by and among MGM Holdings Inc. and the Holders (as defined therein) (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Registration Rights Agreement”);

B. The Transferor desires to transfer \_\_\_\_\_ shares of Voting Common Stock (the “Interests”) to the Transferee in accordance with Sections 4.1 and 7.6 of the Stockholders Agreement (the “Transfer”) and to assign its rights and obligations under the Registration Rights Agreement in accordance with Section 17 of the Registration Rights Agreement (the “Assignment”);

C. Pursuant to Sections 4.1 and 7.6 of the Stockholders Agreement, the Transfer is conditioned upon the Transferee becoming a party to, and bound by, the Stockholders Agreement to the same extent as the Transferor; and

D. Pursuant to Section 17 of the Registration Rights Agreement, the Assignment is conditioned upon the Transferee becoming a party to, and bound by, the Registration Rights Agreement as if the Transferee was an original party to the Registration Rights Agreement.

NOW THEREFORE, in consideration of the foregoing and the other benefits accruing to the Transferee, the receipt and sufficiency of which are hereby acknowledged, the Transferee hereby agrees as follows:

1. Representations and Warranties of the Transferee. The Transferee hereby represents and warrants to the Company as follows:

(a) Organization and Standing. The Transferee has been duly incorporated or formed, as applicable, is validly existing and is in good standing under the laws of its jurisdiction of formation.

(b) Authority; Binding Agreement. The Transferee has all requisite power,

authority and capacity to execute and deliver this Joinder and to perform its obligations hereunder. This Joinder has been duly and validly executed and delivered by the Transferee and constitutes the legal, valid and binding obligation of the Transferee, enforceable against the Transferee in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights and/or by limitations on the availability of equitable remedies.

(c) Conflicts, Consents and Approvals. The execution and delivery by the Transferee of this Joinder and any other documents or instruments contemplated hereby, the performance by the Transferee of its obligations hereunder, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) violate or conflict with, or result in a breach of any provision of, the articles of incorporation or bylaws (or similar organizational documents) of the Transferee, (ii) violate or contravene any applicable statute, law, ordinance, rule, regulation, code, order, rule of law (including common law) or other requirement enacted, adopted, issued or promulgated by any Governmental Authority, or (iii) require any material action, consent, approval or authorization of, or review by, or declaration, registration or filing with, or notice to, any Governmental Authority, or any stock exchange or similar self-regulatory organization, or any other third party.

(d) Investment Intent. The Transferee is acquiring the Interests for its own account, for investment purposes only, and not with a view to, or in connection with, any resale or other distribution of the Interests in violation of federal or state securities laws.

(e) Investment Experience. The Transferee hereby represents and warrants that the Transferee (i) is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act and (ii) has such knowledge and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of the purchase of the Interests. The Transferee acknowledges that an investment in the Company involves substantial risks. The Transferee is able to bear the economic risk of the investment contemplated hereby for an indefinite period of time.

(f) No Reliance. The Transferee acknowledges that (i) the Company is not recommending the Transfer and Assignment and (ii) except as set forth in this Joinder, the Stockholders Agreement or the Registration Rights Agreement, the Company has made no representations, warranties, agreements or undertakings to the Transferee with respect to the transactions contemplated hereby or the business operations or future prospects of the Company. The Transferee further represents and warrants that, in executing and delivering this Joinder, it has not relied on any statement or representation made by any legal counsel or investment advisor to or other agent of the Company. The Transferee has obtained, at its expense, to the extent the Transferee deems necessary, the Transferee's own personal professional advice with respect to the risks, benefits and suitability of the transactions contemplated hereby.

2. Agreement to be Bound by Stockholders Agreement. The Transferee hereby agrees that upon (a) execution and delivery of this Joinder and (b) the effective Transfer of the

Interests, the Transferee shall be a party to the Stockholders Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Stockholders Agreement to the same extent as the Transferor, and the Transferee shall be deemed a "Stockholder" thereunder for all purposes.

3. Agreement to be Bound by Registration Rights Agreement. The Transferee hereby agrees that upon (a) execution and delivery of this Joinder and (b) the effective Transfer of the Interests, the Transferee shall be a party to the Registration Rights Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as if the Transferee was an original party to the Registration Rights Agreement, and the Transferee shall be deemed a "Holder" thereunder for all purposes.

4. Notices. All notices, requests, consents and other communications to the Transferee under the Stockholders Agreement or the Registration Rights Agreement shall be delivered to the address or facsimile number set forth below or such other address or facsimile number as may hereafter be designated in writing by the Transferee:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

5. Shareholder Register. Upon the execution of this Joinder, the consummation of the Transfer and the Assignment, and the Company receiving such acceptable opinions and certificates as it shall require, the shareholder register of the Company shall be updated to reflect the Transfer.

6. Further Agreement. The parties hereto shall use commercially reasonable efforts to do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request in order to carry out the intent and purposes of this Joinder and to consummate the transactions contemplated hereby.

7. Effect of Headings. The section headings of this Joinder have been inserted for convenience of reference only and shall not be deemed a part of this Joinder.

8. Assignment. This Joinder may not be assigned, delegated, amended or modified without the prior written consent of the Transferee, the Transferor and the Company.

9. Counterparts. This Joinder may be executed in one or more counterparts, each of which shall be deemed to constitute an original but all such respective counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Joinder by facsimile or other electronic image scan shall be effective as delivery of a manually executed counterpart of this Joinder.

10. Disputes. The provisions of the last sentence of Section 7.11 of the Stockholders Agreement shall apply to any and all disputes arising out of, relating to or in connection with this Joinder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder as of the date first written above.

TRANSFeree:

*[Provide]*

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND ACKNOWLEDGED

By: MGM HOLDINGS INC.

By: \_\_\_\_\_

Name:

Title: