CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Broker
Address 1
Address 2
City, State Zip

CONTACT
NAME:
PHONE [A/C, No, Ext]:
E-MAIL ADDRESS:
FAX [A/C, No]:

INSURER(S) AFFORDING COVERAGE
INSURER A: Insurance Company A
INSURER B: Insurance Company B
INSURER C: Insurance Company C
INSURER D: Insurance Company D
INSURER E: Insurance Company E
INSURER F: Insurance Company F

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES

INSURER A: INSURANCE POLICY NUMBER
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to Section 12 of the Purchase Order Terms & Conditions along with the attached Additional Remarks Schedule.

The insurance requirements in this sample certificate have been prepared solely for your convenience and should not be construed as an exact and binding analysis. In the event of any discrepancies or questions with regard to insurance requirements, the Purchase Order Terms & Conditions shall prevail. It is your responsibility to carefully review all insurance requirements outlined in Section 12 of the Purchase Order.

CERTIFICATE HOLDER

MGM Resorts International Global Procurement Department
950 Grier Dr.
Las Vegas, NV 89119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature of Broker

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### ADDITIONAL REMARKS SCHEDULE

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**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

All insurance maintained by Seller and its subcontractor(s) shall name CCLL’s Indemnitees as additional insureds for both ongoing and completed operations (except the Workers’ Compensation policy).

CCLL’s Indemnitees = CityCenter Land, LLC, and its parents, subsidiaries, partnerships, joint ventures and other affiliates, its contractors and subcontractors, consultants, their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (refer to Section 11 of the Purchase Order).

The Commercial General Liability Insurance policy shall include contractual liability coverage for the indemnity provisions contained herein. The Commercial General Liability and Umbrella/Excess liability insurance policy(s) shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery.

Seller and its subcontractor(s) policies of insurance shall be primary to any insurance coverage maintained by CCLL’s Indemnitees which shall be excess and non-contributory.

All policies of insurance maintained by Seller and its subcontractor(s) shall include waivers of subrogation by the insurers in favor of CCLL’s Indemnitees.

Each certificate shall include a provision requiring the insurance carrier and/or Seller and its subcontractor(s) to provide directly to: MGM Resorts International Global Procurement Department, at 950 Grier Dr., Las Vegas, NV 89119, thirty (30) days advance written notice before any termination, cancellation, or other material change to the policies shown on the certificate takes effect, regardless of whether such action was initiated by Seller, its subcontractor(s), other insured or the insurance carrier.

The insurance requirements in this sample certificate have been prepared solely for your convenience and should not be construed as an exact and binding analyses. In the event of any discrepancies or questions with regard to insurance requirements, the Purchase Order Terms & Conditions shall prevail. It is your responsibility to carefully review all insurance requirements outlined in Section 12 of the Purchase Order.