

EXHIBIT XX – INSURANCE REQUIREMENTS

Insurance Requirements

A. Coverage. Without limiting Charter Company's liability to the Borgata Indemnitees, during the Term, Charter Company, at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to Borgata. Charter Company shall require each of its subcontractors to adhere to these same requirements or shall insure the activities of its subcontractors in its insurance policies. Charter Company shall be solely responsible for, and required to remedy all, damage or loss to any property caused in whole or in part by Charter Company, its subcontractor(s), or anyone employed, directed, or supervised by Charter Company. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best Supplier rating of at least A-.VII. The minimum coverage required is as follows:

Type of Coverage	Requirements
Commercial General Liability Insurance (occurrence form)	Covering all Charter Company's transportation operations and products including products liability, completed operations, personal & advertising injury and punitive damages coverage where permissible by applicable law. This insurance shall be blanket contractual and provide coverage for the transportation services and other deliverables used in connection with Charter Company's performance related to the Agreement with limits of at least US \$1,000,000 each occurrence and US \$2,000,000 aggregate for property damage and bodily injury.
Workers' Compensation Insurance	Limits as required by statute in the State(s) where work and/or transportation services are performed and covering all Charter Company's drivers, employees and personnel performing work and/or transportation services in connection with this Agreement. The workers' compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.
Employers' Liability Insurance	US \$1,000,000 each accident and each employee for disease.
Business Automobile Liability Insurance	US \$5,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Umbrella/ Excess Liability Insurance	US \$5,000,000 each occurrence / aggregate. The umbrella/excess liability insurance policies shall be follow form of the primary commercial general liability, business automobile liability and employers' liability policies.

B. Additional Insured. The required commercial general liability, business automobile liability and umbrella/excess liability insurance policies shall name the Borgata Indemnitees as additional insureds for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in the Agreement. The additional insured status shall apply to the full limits of liability purchased by Charter Company even if those limits of liability are in excess of those required by this Agreement. Charter Company's liability policies required in Section A shall not include any applicable policy provisions or endorsements that would preclude or limit coverage for the Borgata Indemnitees as additional insureds under Charter Company's policies if Charter Company has not met its self-insured retention obligation under such policies of insurance. Charter Company's insurance shall apply separately

to each insured against whom a claim is brought, except with respect to the limits of the insurer's liability. The policies required herein shall not exclude claims made against the insured by an additional insured.

C. Certificates of Insurance. Upon execution of the Agreement and prior to the commencement or performance of any services pursuant to this Agreement and at least ten (10) days prior to the expiration of each insurance policy, Charter Company shall furnish Borgata with certificate(s) of insurance evidencing the required insurance coverage and referencing the Agreement. Each certificate will include a provision requiring the insurance carrier to provide directly to MGM Northfield Park, Risk Management Department, 10777 Northfield Road, Northfield, OH 44067 and to MGM Resorts International Risk Management Department, at 71 East Harmon Avenue, Las Vegas, NV 89109-4539, thirty (30) days advance written notice before any termination or cancellation of the policies shown on the certificate takes effect, regardless of whether such action was initiated by Charter Company, other insured or the insurance carrier.

D. Primacy of Charter Company's Coverage. The insurance coverage and limits Charter Company is required to maintain hereunder shall be primary to any insurance coverage maintained by the Borgata Indemnitees, which shall be excess and non-contributory. All policies of insurance maintained by Charter Company shall include waivers of subrogation by the insurers in favor of the Borgata Indemnitees. Charter Company shall require each subcontractor it retains in connection with the transportation services to be provided under the Agreement to adhere to the same insurance requirements as stated herein and agree in writing to waive any and all rights of subrogation that it may have against the Borgata Indemnitees. Charter Company's policies of insurance shall all provide for such waivers by endorsement or otherwise and shall incorporate such waivers on all certificates of insurance.

E. Insurance Requirements Are Not Limits. The foregoing requirements and any approval or waiver of said insurance by Borgata are not intended to and will not in any manner limit or qualify Charter Company's liabilities, whether imposed by applicable law or assumed pursuant to the Agreement, including but not limited to the provisions concerning indemnification. Borgata in no way warrants that the minimum limits contained herein are sufficient to protect Charter Company from liabilities that might arise out of the performance of the transportation services under this Agreement by Charter Company or its drivers, agents, representatives, employees or subcontractors, and Charter Company is free to purchase such additional insurance as may be determined necessary.