

CITY OF DETROIT

INDEMNITY AGREEMENT

THIS AGREEMENT is entered into as of the 12th day of September, 2007, by and between the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Finance Department ("City") and MGM Grand Detroit, LLC, a Delaware limited liability company ("MGM").

WITNESSETH:

WHEREAS, MGM is developing a hotel/casino complex on its property situated on the westerly side of Third Avenue between Bagley Avenue and the I-75 service drive;

WHEREAS, MGM is constructing a substantial landscape area at the northwesterly corner of Bagley Avenue and Third Avenue the symmetry of which requires an encroachment permit from the City so that a border of decorative pavers may extend approximately six feet into the Third Avenue right-of-way;

WHEREAS, in order to inform its patrons regarding the proper path of travel from Third Avenue to its hotel entrance, casino entrance and guest parking deck, respectively, MGM requires an encroachment permit allowing it to place two directional signs in the median of Third Avenue; and

WHEREAS, to induce the City to grant the requested encroachment permits, MGM is willing to indemnify the City from third-party liabilities that might arise by virtue of the placement of the decorative pavers and/or the directional signs described above in the Third Avenue right-of-way;

NOW THEREFORE, in consideration of the premises and intending to be legally bound, MGM hereby agrees with and for the benefit of the City as follows:

1. DEFINITIONS

1.01 The following words shall whenever they appear in this agreement be construed as follows:

"Decorative Pavers" shall mean the colored concrete pavers to be installed by MGM flush with the remainder of the sidewalk in the in the Third Avenue right-of-way in the location identified and highlighted in yellow on Exhibit A annexed hereto.

"Directional Signs" shall mean the directional signs depicted in Exhibit B annexed hereto to be installed by MGM in the median of Third Avenue in the locations identified on Exhibit C annexed hereto.

"Permit" means the document that will be issued pursuant to a resolution of the Detroit City Council approving Petition No. 1551, insofar as it authorizes installation of the decorative pavers and the directional signs.

2. INDEMNITY

- 2.01 MGM hereby agrees to indemnify and save harmless the City from any third-party claims and assumes all liabilities that may be imposed upon, incurred by or asserted against the City by reason of the issuance of the Permit or the performance or non-performance by MGM of the terms of the Permit.

3. INSURANCE

- 3.01 MGM shall maintain, at minimum and at its expense, during the term of the Permit the following insurance:


Commercial General Liability Insurance coverage (Broad Form Comprehensive) having a single limit of coverage for personal injuries and property damage of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

- 3.02 As evidenced by the ACORD Certificate, the original of which has been mailed to the City Finance Department and a copy of which is annexed hereto as Exhibit D, the City is named as an additional insured under the master policy covering MGM MIRAGE and all subsidiaries, including MGM. Coverage thereunder is primary and not excess over any insurance already carried by the City and that such coverage shall not be canceled or reduced without at least thirty (30) days prior notice to the City. The master policy has the standard ISO provision to the effect that the insurance applies separately to each insured against whom claim is made or suit is brought.
- 3.03 If during the term of the Permit changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, MGM will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at MGM's expense, under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- 3.04 A replacement certificate of insurance shall be submitted to the City's Finance Department at least fifteen (15) days prior to the expiration dates of expiring policies.
- 3.05 MGM shall be responsible for payment of all deductibles contained in the insurance required hereunder. The provisions requiring MGM to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of MGM under this Agreement.

4. MAINTENANCE

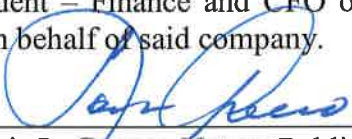
4.01 MGM shall be responsible for all maintenance of the decorative pavers and the directional signs. All such maintenance shall be performed in compliance with applicable City ordinances.

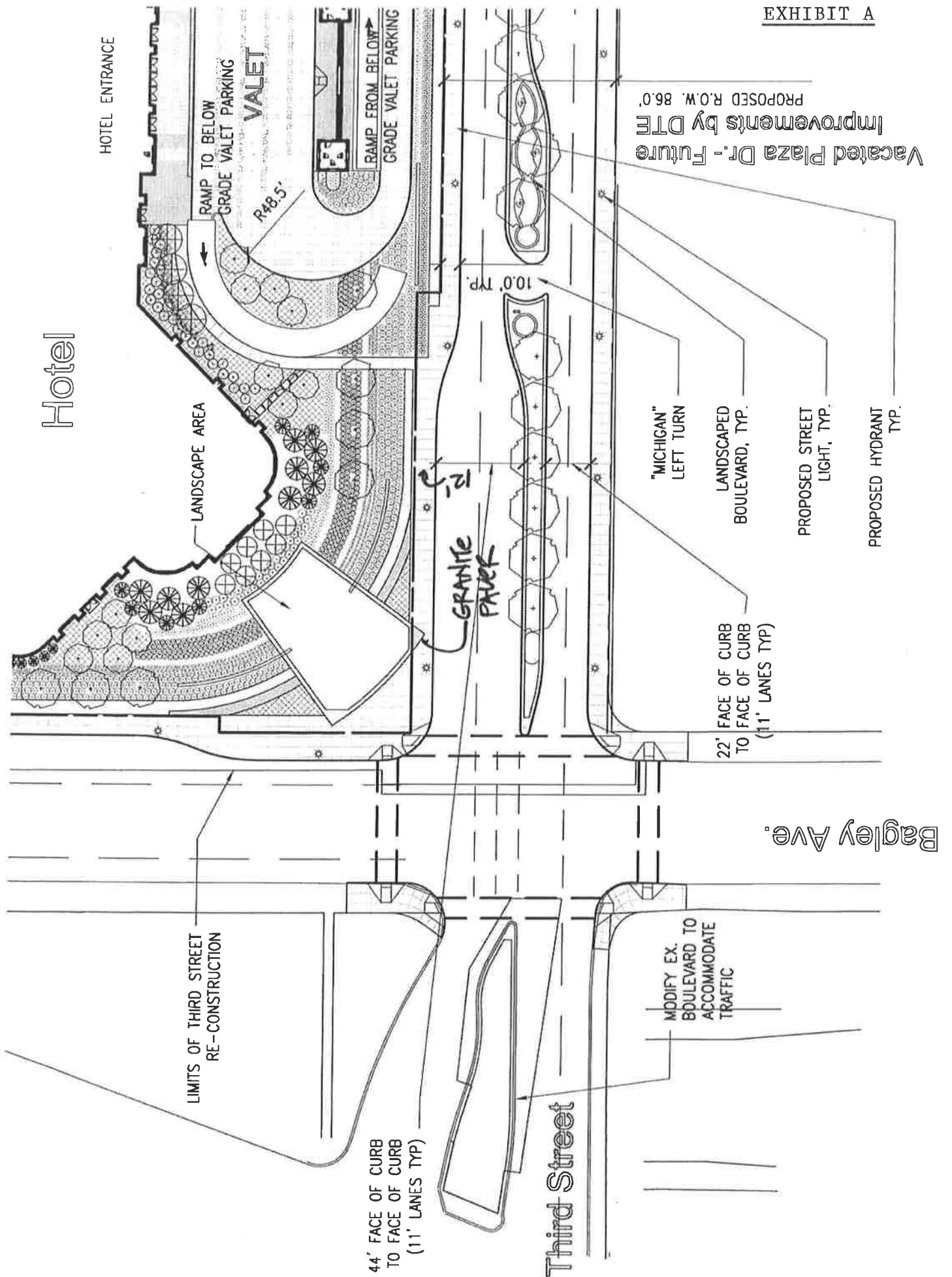
MGM GRAND DETROIT, LLC

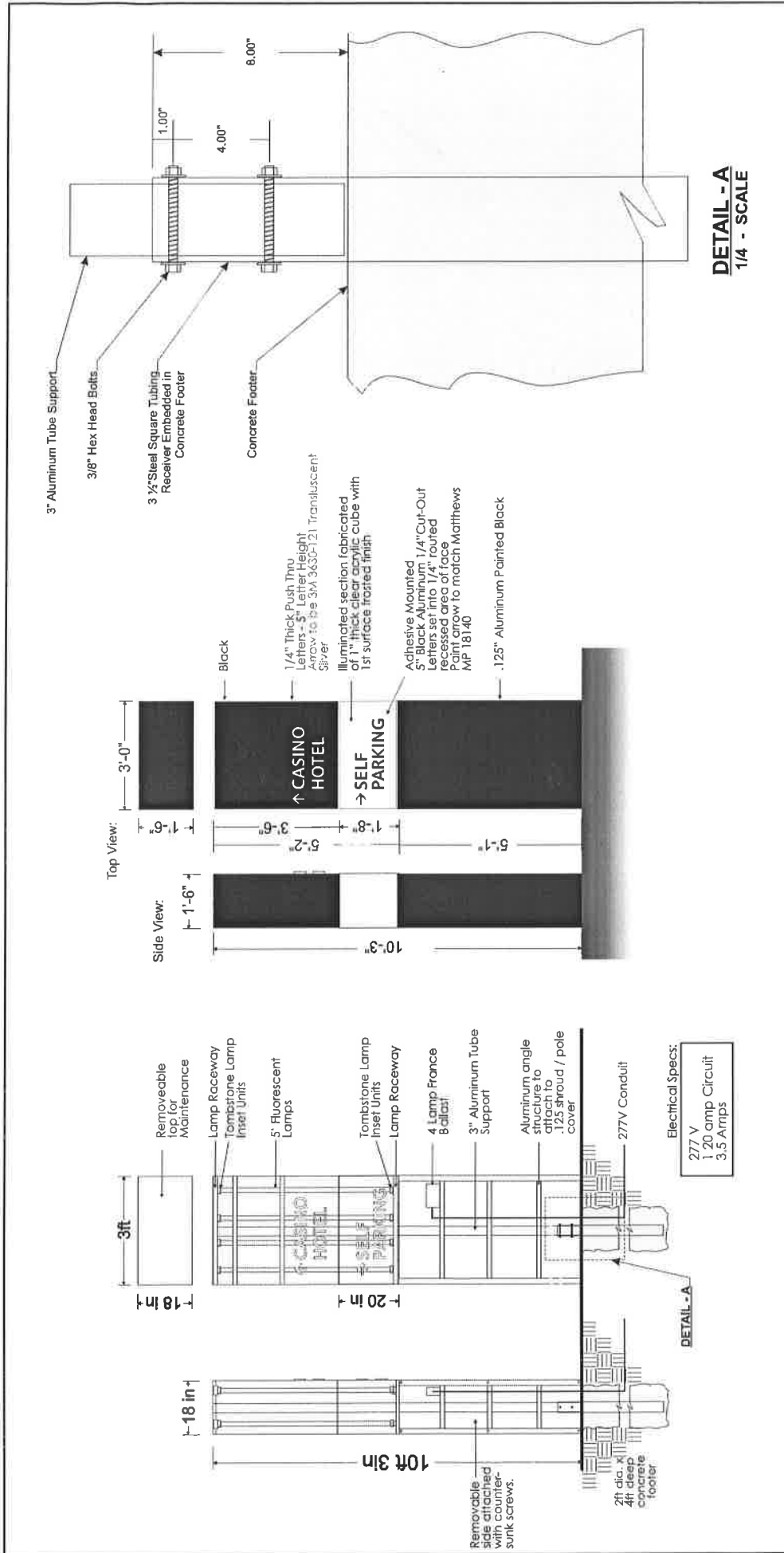
By: 
Michael Neubecker
Its: Senior Vice President – Finance
and CFO

State of Michigan)
)ss
County of Wayne)

The foregoing instrument was acknowledge before me this 12th day of September, 2007, by Michael Neubecker, the Senior Vice President – Finance and CFO of MGM Grand Detroit, LLC, a Delaware limited liability company, on behalf of said company.


Lois L. Grecco, Notary Public
Wayne County, Michigan
My Commission Expires: 2/7/2008
Acting in Wayne County, Michigan





DETAIL - A
1/4 - SCALE

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COLORS CONTAINED WITHIN THIS RENDERING MAY VARY SLIGHTLY FROM THE ACTUAL FINISHED PRODUCT DUE TO COMPUTER AND PRINTER OUTPUT LIMITATIONS.

PRODUCTION AUTHORIZATION
CLIENT APPROVAL:
DATE:
PRODUCTION APPROVAL:
DATE:

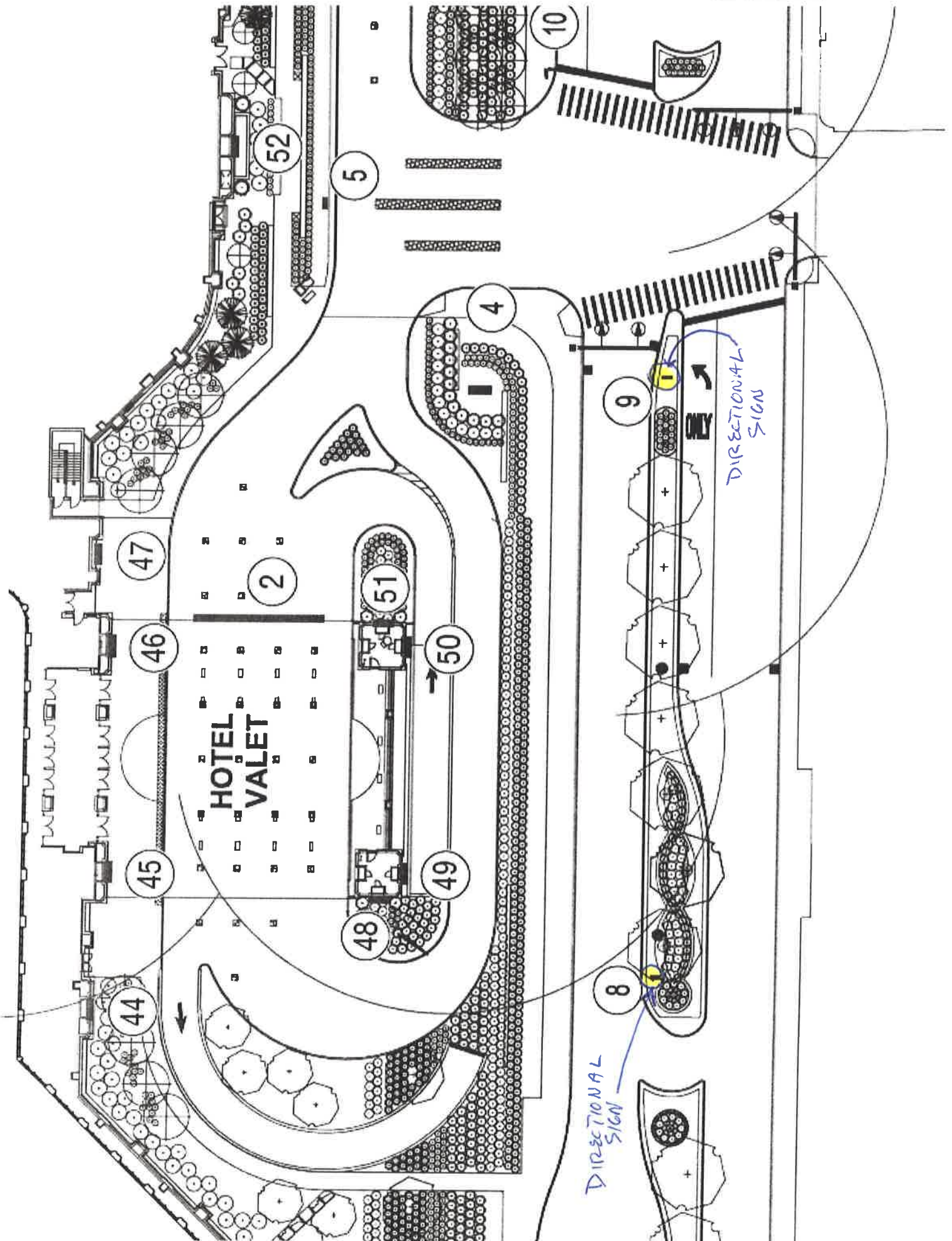
SALES AUTHORIZATION
SIGNED BY:
DATE:
DESIGN AUTHORIZATION
SIGNED BY:
DATE:

CLIENT:	Gardner Signs, Inc.
PROJECT:	MGM Grand Exterior Signage
LOCATION:	Detroit, MI
SALESPERSON:	Scott Gardner
DESIGNER:	Chris Lapinski
DATE:	07/09/07
DESIGN #:	1.10 Directional Pylon / Break Away
REVISIONS:	
SCALE:	3/8" = 1'-0"



1095 Naughton Dr.
Troy, MI 48063
(248) 689-9100 T
(248) 689-9101 F
www.gardnersigns.com

3800 Airport Hwy.
Toledo, OH 43615
(419) 385-6669 T
(419) 385-7046 F



DATE (MM/DD/YYYY)
09/11/2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Aon Risk Services, Inc of So CA Insurance Services
707 Wilshire Boulevard
Suite 6000
Los Angeles CA 90017-0460 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE - (866) 283-7122 FAX - (847) 953-5390

INSURERS AFFORDING COVERAGE NAIC #

INSURED
MGM MIRAGE
Risk Management Department
3260 Industrial Road
Las Vegas NV 89109 USA

INSURER A:	American Home Assurance Co.	19380
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

SIR May Apply

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1595448	07/01/07	07/01/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$10,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Third Avenue Encroachment Permit
City of Detroit, a Municipal Corporation of the State of Michigan, shall be named as additional insured as respects General Liability on a primary basis as required by its Indemnity Agreement with MGM Grand Detroit, LLC.,

CERTIFICATE HOLDER

City of Detroit
Finance Department
Two Woodward Ave
Detroit MI 48226 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Southern California Insurance Services

Holder Identifier :

Certificate No : 570024842137



Attachment to ACORD Certificate for MGM MIRAGE

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

MGM MIRAGE
 Risk Management Department
 3260 Industrial Road
 Las Vegas NV 89109 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

regarding the Third Avenue Encroachment Permit
 Named Insured (s): MGM MIRAGE including all subsidiaries, affiliates & allied companies, corporations or entities owned or controlled, now in existence or as may hereafter be created.