

**RIVERS CASINO PITTSBURGH'S INSURANCE
REQUIREMENTS OF _____ ("Vendor")**

A. Vendor's Insurance. Vendor shall purchase and maintain at its own expense, during the term of this Agreement, the following insurance without interruption with a financially viable and reputable insurer satisfactory to Holdings Acquisition Co, L.P. d/b/a Rivers Casino Pittsburgh, a Delaware limited partnership ("Rivers Casino"):

1. **Commercial General Liability** At a minimum, the following limits and coverages:
 - (i) \$1,000,000 each occurrence
 - (ii) \$1,000,000 personal and advertising injury
 - (iii) \$2,000,000 general aggregate
 - (iv) \$2,000,000 products-completed operations aggregate

2. **Business automobile liability coverage** to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Vendor or its subcontractors, including each of the following:
 - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to subcontractors or others providing services to Vendor).
 - (c) An additional insured endorsement acceptable to Rivers Casino, naming the Additional Insureds (as defined on Schedule 1 attached hereto) as additional insureds.

3. **Umbrella (excess) liability** insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Vendor. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance.

4. **Workers' Compensation Insurance.** Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in Pennsylvania, and shall include the following:

(a) Coverage A (Workers' Compensation)- Statutory

(b) Coverage B (Employer's Liability)

At a minimum, the following limits and coverages:

- (i) \$1,000,000 for each accident, for bodily injury by accident
- (ii) \$1,000,000 for each employee, for bodily injury by disease
- (iii) \$1,000,000 for each disease policy limit

(c) An endorsement that waives all subrogation rights the insurer may have to recover damages against (i) Rivers Casino and its agents, officers, directors, affiliates, and employees, and (ii) parties with respect to which waivers of subrogation are required by contracts executed in connection with the [Project], to the extent such damages are covered by the workers' compensation insurance.

(d) If applicable, contain an endorsement providing for United States Longshoreman's' and Harbor Worker's Compensation (USL&H).

5. **Professional Liability insurance**, if Vendor performs any professional design services, such insurance shall (a) have minimum limits of \$2,000,000 per claim and in the aggregate and (b) be kept in effect and continue for a period equivalent to the statute of repose for the State of Pennsylvania.

B. Subcontractors' Insurance. Vendor shall not permit any subcontractors (which term, for purposes of this Exhibit, includes subcontractors of any tier) to commence work on or relating to the System until such subcontractor has complied with the insurance requirements set forth herein as if it were "contractor" hereunder. The requirements of this Section with respect to subcontractors shall not, however, create a contractual relationship between Rivers Casino and any subcontractor, and any approvals, waivers, or additional requirements of Rivers Casino that are required or permitted herein shall be communicated through Vendor. Instead, Vendor shall be responsible to Rivers Casino for any subcontractor's failure to comply with these requirements as they apply to such subcontractor.

C. Additional Requirements for All Policies. The following provisions shall apply with respect to all insurance coverage required under Sections B and C:

1. Except as otherwise agreed in writing by Rivers Casino, each policy shall be issued by insurance carriers of recognized good standing, duly authorized to transact that class of insurance in the Commonwealth of Pennsylvania, having a general policyholder's rating of not less than an "A-" and financial rating of not less than "VIII" in the most current Best's Key Rating Guide. Coverage under blanket policies may be extended by endorsement, provided that the insurers meet these requirements.
2. No policy shall have more than a \$25,000 deductible or retention for any occurrence, except for mandatory deductibles or retentions where required by law, or when required by insurers in accordance with common industry practice for specific catastrophic perils. Vendor shall be responsible for paying, without reimbursement from Rivers Casino, all costs not covered because of such deductibles or retentions.

3. Rivers Casino shall immediately be notified of any cancellation, non-renewal, or such material change as may adversely affect any required insurance policy or coverage. Each policy shall contain a provision obligating the insurer to send at least thirty (30) days' prior written notice to Rivers Casino and any party required hereunder to be included as an additional insured or loss payee, notifying such party of the intent to cancel or make such change. If Vendor shall fail to certify required insurance coverage to Rivers Casino as set forth above, before commencing work hereunder, Rivers Casino may, at its option and without waiving any rights under this agreement, place insurance of the character, nature and limits described above to cover the operations of the Vendor, paying the premiums for the same and charging same to Vendor.
 4. If any of these coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with Vendor's final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time that such coverage must be maintained.
 5. Each policy shall contain a provision that the waiver of subrogation provided herein is allowed by such policy.
 6. Each policy, to the extent commercially available must:
 - i. add the Administrative Agent and other Secured Parties (as defined on Schedule 1) as additional insureds (with the exception of workers compensation);
 - ii. be primary with respect to insurance provided for the benefit of the Administrative Agent and other Secured Parties;
 - iii. waive rights of subrogation against the Administrative Agent and other Secured Parties; and
 - iv. continue in full force and effect until obligations of all contractors are fulfilled.
- D. Evidence of Required Coverage. Vendor shall provide Rivers Casino with certificates issued by Vendor's insurance carrier acceptable to Rivers Casino showing such policies in force for a specified period. Rivers Casino may request a certified copy of each such policy required to be obtained and maintained by Vendor, in which case Vendor shall, within a reasonable period of time (not to exceed thirty (30) days), provide such certified copies. Evidence of any renewal insurance shall be delivered to Rivers Casino not less than thirty (30) days prior to the expiration date on the term of the policy. Each policy and certificate shall be subject to reasonable approval by Rivers Casino. Rivers Casino's failure to require any party to produce evidence of insurance coverage shall not be construed as a waiver of such party's obligation to carry insurance required hereunder, nor shall it operate as a waiver of Rivers Casino's right to require such evidence in the future.
- E. Amendments. Any reduction or waiver of any of the insurance requirements may be made only by a written document signed by Rivers Casino and Vendor which expressly amends the pertinent described portions of this agreement.

- F. Waiver of Subrogation. To the extent (but only to the extent) that Rivers Casino or Vendor realizes the proceeds of insurance related to, and subsequent to, a claim for which coverage by insurance exists, the recovering party claiming the loss waives its right against the other party for that loss (and such waiver by Vendor shall also extend to the other Additional Insureds (as defined on Schedule 1 attached hereto)). Vendor shall require similar waivers from its subcontractors of every tier, and all agents and employees of Vendor and such subcontractors, by appropriate agreements, written where legally required for validity, in favor of the Additional Insureds. A waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- G. Additional Coverage. Without the prior written consent of Rivers Casino, neither Vendor nor any subcontractor may carry separate additional insurance that is concurrent in form, or contributing in the event of loss, with any insurance required hereunder.

SCHEDULE I

LIST OF ADDITIONAL INSUREDS

HOLDINGS ACQUISITION CO, L.P., RIVERS PITTSBURGH BORROWER, L.P., and each of their respective, related or affiliated entities, parents, subsidiaries, holding entities, partnerships, joint ventures, limited liability companies, and assigns of every tier and each of their respective members, managers, partners, officers, directors, shareholders, and employees (collectively, with any the other entities that are parties to Rivers Pittsburgh Borrower, L.P.'s loan agreements, and other entities Rivers Casino may from time to time require to be listed as additional insureds, shall be named as the "**Additional Insureds**").