

## TEMPORARY CRANE LICENSE AGREEMENT

**THIS TEMPORARY CRANE LICENSE AGREEMENT** (“Agreement”) is entered into as of the date set forth on the City signature page by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“City”) and **SOUTH BROADWAY STATION APARTMENTS LLC**, a Delaware limited liability company (“Licensee”), collectively the “Parties”.

### RECITALS

A. The City is the owner of certain real property in the City and County of Denver, Colorado located at 1134 S. Broadway, Denver, Colorado, and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference (“City’s Property”).

B. Licensee intends to construct a mixed-use multi-family project, garage and related facilities and amenities on the land known as 11 and 99 East Arizona Avenue, Denver, Colorado (“Project”) and may from time to time require nonexclusive, temporary aerial use over a portion of the City’s Property for a crane swing as may be necessary to construct the Project.

C. The City desires to grant to Licensee a nonexclusive, temporary license to construct the Project in accordance with the terms and conditions contained in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. **GRANT OF LICENSE.** The City does hereby grant to Licensee, for the benefit of and as may be necessary to construct the Project, a nonexclusive, temporary aerial license for the operation and use of a crane swing (“Aerial License”) over the land described on **Exhibit B**, attached hereto and incorporated herein by this reference (“Aerial License Property”). The approximate dimensions and heights of the Aerial License are depicted on **Exhibit B**.

2. **TERM OF AERIAL LICENSE.** The term of the Aerial License will commence on **September 1, 2017** and will expire on **April 1, 2018** (“Term”). The Parties may extend the Term on a monthly basis for up to one (1) additional year by executing a written extension memorandum incorporating all the terms and provisions of this Agreement. The City’s Director

of the Division of Real Estate is authorized to sign the extension memorandum without further approval by City Council.

3. **AERIAL LICENSE FEE.** Within ten (10) days of mutual execution of this Agreement, Licensee shall pay the City **Twenty-Six Thousand Seven Hundred Seventy-Three Dollars and Sixty Cents (\$26,773.60)** for the initial Term. Licensee shall pay the City **Three Thousand Eight Hundred Twenty-Four Dollars and Eighty Cents (\$3,824.80)** per month, payable in advance, for any monthly extensions of the Term.

4. **COVENANTS OF LICENSEE.**

a. Licensee's use of the Aerial License Property shall be as set forth herein and shall not interfere with the City's ability to use the City's Property.

b. Licensee shall use reasonable efforts not to disturb or alter the City's Property. Licensee shall, at its sole cost and expense, restore the City's Property, the Aerial License Property, and any adjacent property of the City and any improvements thereon after any disturbance by Licensee or its contractors or subcontractors to the condition existing immediately prior to such disturbance.

c. All work done by Licensee within the Aerial License Property shall be done at the Licensee's sole cost and expense, in a good and workmanlike manner, in compliance with all applicable laws and regulations and free of mechanics' or materialmen's liens.

d. Licensee agrees that it will not use the Aerial License Property or the City's Property in any manner inconsistent with the rights granted herein.

e. Licensee, in conducting any activity on the Aerial License Property and the City's Property, shall comply with all applicable local, state and federal laws, including all applicable local, state and federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas,

radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Licensee shall obtain all necessary federal, state and local permits and comply with all applicable federal, state and local permit requirements relating to the Licensee's use of the Aerial License Property or the City's Property.

5. **INSURANCE.**

a. **General Conditions:** Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Licensee. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance – Workers’ Compensation, Commercial General Liability, and Professional Liability:** Licensee shall provide a copy of this Agreement to its insurance agent or broker. Licensee may not commence services or work relating to this Agreement prior to placement of coverage. Licensee certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Licensee’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**c. Additional Insureds:** For Commercial General Liability, Licensee and its subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**d. Waiver of Subrogation:** For all coverages, Licensee’s insurer shall waive subrogation rights against the City.

**e. Contractors and Subcontractors:** All contractors and subcontractors operating the crane swing and using the Aerial License Property shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Licensee. Licensee shall ensure that all such contractors and subcontractors maintain the required coverages. Licensee agrees to provide proof of insurance for all such contractors and subcontractors upon request by the City.

**f. Workers’ Compensation/Employer’s Liability Insurance:** Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of not less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Licensee’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the Term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Licensee executes this Agreement.

g. **Commercial General Liability**: Licensee shall maintain a Commercial General Liability insurance policy with limits of not less than \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. **Business Automobile Liability**: Licensee shall maintain Business Automobile Liability with limits of not less than \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. **Additional Provisions**:

(1) For Commercial General Liability, the policies must provide the following:

- A. That this Agreement is an Insured Contract under the policy;
- B. Defense costs are in excess of policy limits;
- C. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- A. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- B. Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.

(3) At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**6. DEFENSE AND INDEMNIFICATION**

a. Licensee agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the use of the Aerial License Property pursuant to this Agreement ("Claims"), unless such Claims shall have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its contractors or subcontractors

operating the crane and utilizing the Aerial License Property either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Licensee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether a claimant has filed suit on the Claim. Licensee's duty to defend and indemnify City shall arise even if City is the only party sued by Claimant and/or Claimant alleges that City's negligence or willful misconduct was the sole cause of Claimant's damages.

c. Licensee will defend any and all Claims brought or threatened against City, and will pay on behalf of City, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

f. Licensee acknowledges that the City shall not be liable to Licensee or its contractors, agents or invitees and hereby releases the City from any Claim for damage, fire, theft or loss to Licensee's respective property or injuries to persons occurring in or about the Aerial License Property or the License Property or arising out of the use by Licensee, its employees, subcontractors, and invitees of the Aerial License Property or the License Property, whether caused by theft, vandalism, collision, moving vehicle, towing or any other activity or occurrence.

7. **COLORADO GOVERNMENTAL IMMUNITY ACT**: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

6. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature. Licensee shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing Project under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City's Property.

7. **NOTICES**. All notices, consents, or other instruments or communications provided for under this License shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received or three (3) business days after mailed, if sent by registered or certified mail, postage prepaid, to the following:

Licensee: South Broadway Station Apartments LLC  
c/o The Hanover Company  
5847 San Felipe, Suite 3600  
Houston, Texas 77057  
Attn: Kathy K. Binford

With copy to: IMP South Broadway LLC  
c/o GID  
125 High Street, High Street Tower, 27<sup>th</sup> Floor  
Boston, MA 02110  
Attn: Jason Sweatt

City: Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, CO 80202

With a copy to: Director of Real Estate  
201 W. Colfax Avenue, Dept. \_\_  
Denver, CO 80202

With a copy to: Denver City Attorney  
1437 Bannock Street, Room 353  
Denver, CO 80202

8. **SEVERABILITY**. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect if the intent of the Parties can be fulfilled.

9. **PROHIBITION OF RECORDATION.** This Agreement shall not be recorded by either party in the real property records of the Clerk and Recorder for the City and County of Denver.

10. **SUBJECT TO LOCAL LAWS; VENUE.** Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this License shall lie in the District Court in and for the City and County of Denver, Colorado.

11. **CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

12. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in his Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City. This Agreement is, and any amendments will be, binding upon the Parties and their successors and assigns.

11. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Licensee consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form



of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**SIGNATURES ON FOLLOWING PAGES**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



LICENSEE:

SOUTH BROADWAY STATION APARTMENTS  
LLC, a Delaware limited liability company

By: THC BS LLC, its Manager

By: Kathy K. Binford  
Name: KATHY K. BINFORD  
Title: VICE PRESIDENT

LICENSOR:

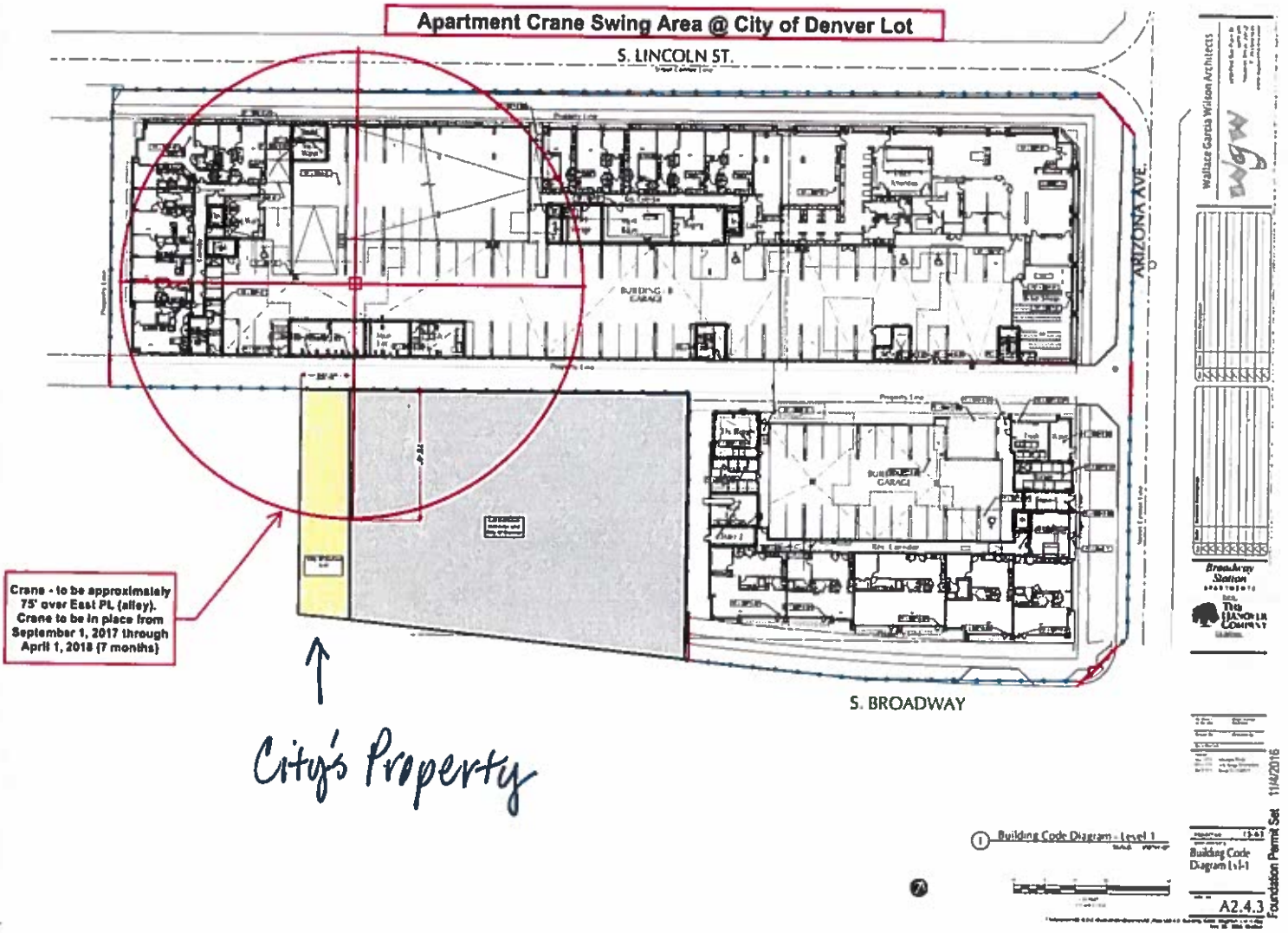
CITY AND COUNTY OF DENVER, a home rule  
municipal corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



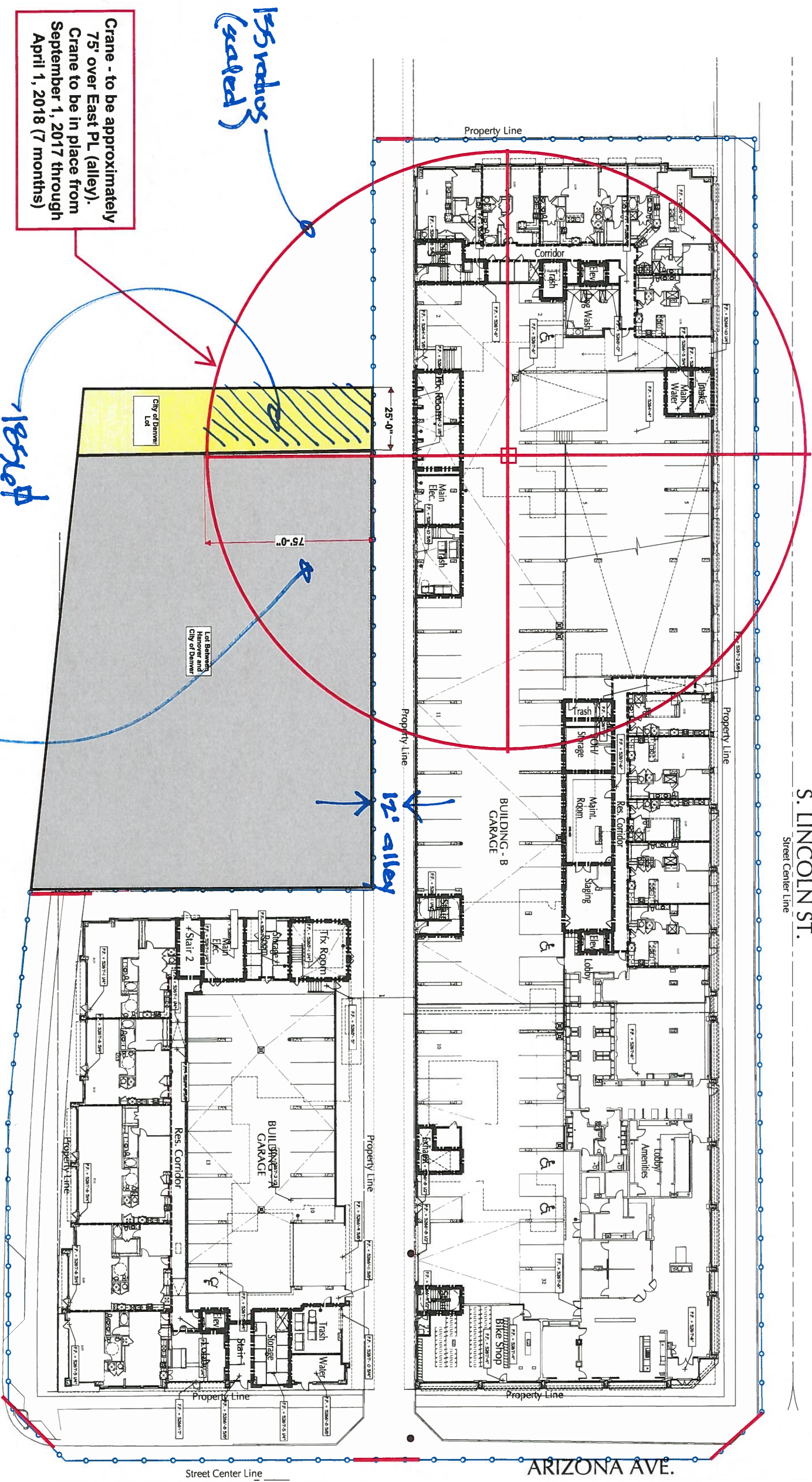
# EXHIBIT A

## Apartment Crane Swing Area @ City of Denver Lot



**Apartment Crane Swing Area @ City of Denver Lot**

S. LINCOLN ST.  
Street Center Line



Crane - to be approximately 75' over East PL (alley). Crane to be in place from September 1, 2017 through April 1, 2018 (7 months)

125' radius (scaled)

125' x 25'

125' x 75'

12' alley

S. BROADWAY

ARIZONA AVE.

1 Building Code Diagram - Level 1  
SCALE: 1/6"=1'-0"



Wallace Garcia Wilson Architects



No.	Date:	Revision Description:

No.	Date:	Revision Description:

**THE HANOVER COMPANY**  
Owner  
Broadway Station APARTMENTS

Architect: Registration Number:  
Designer: Registration Number:  
Date Printed:

PROJECT NO: 15-63  
SHEET CONTENTS:  
Building Code Diagram LV-1

SHEET NO: A2.4.3

Sherman Subd.

BB 3/3/17





# EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/06/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).**

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357  CN101705465--16-21	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Houston Casualty Company</td> <td></td> <td>42374</td> </tr> <tr> <td><b>INSURER B :</b> Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td><b>INSURER C :</b> Allied World National Assurance Company</td> <td></td> <td>10690</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> Houston Casualty Company		42374	<b>INSURER B :</b> Zurich American Insurance Company		16535	<b>INSURER C :</b> Allied World National Assurance Company		10690	<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>	
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<b>INSURER D :</b>																					
<b>INSURER E :</b>																					
<b>INSURER F :</b>																					
<b>INSURED</b> Hanover R.S. Construction LLC and Hanover R.S. Limited Partnership 5847 San Felipe St Suite 3600 Houston, TX 77057																					

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002902945-03                      **REVISION NUMBER:4**

**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.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> 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 <input type="checkbox"/> OTHER			H16PC30689-00	06/24/2016	06/24/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							DEDUCTIBLE	\$ 25,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5882746-03	12/10/2016	12/10/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			0310-2136	06/24/2016	06/24/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC588274503	12/10/2016	12/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured (except Workers' Compensation) where required by written contract, subject to policy terms conditions, endorsements and exclusions. The General Liability policy is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract, subject to policy terms, conditions, endorsements and exclusions. Where required by contract, no cross suits exclusion, no limited cross suits exclusion, no insured vs insured exclusion and no named insured vs named insured exclusion.

<b>CERTIFICATE HOLDER</b>  Mayor City and County of Denver 1437 Bannock Street, Room 350 Denver, CO 80202	<b>CANCELLATION</b>  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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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