

When recorded return to:  
Bruce A. James, Esq.  
Brownstein Hyatt Farber Schreck LLP  
410 – 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, Colorado 80202

**AIR RIGHTS, MECHANICAL EQUIPMENT, FOUNDATION AND COLUMNS AND  
PEDESTRIAN ACCESS PERMANENT EASEMENT**  
(Cultural Center Parking Garage / Hotel/Office)

THIS AIR RIGHTS, MECHANICAL EQUIPMENT, FOUNDATION AND COLUMNS AND PEDESTRIAN ACCESS PERMANENT EASEMENT (the “Easement”) is granted effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”) by the CITY AND COUNTY OF DENVER, a Colorado municipal corporation (“Grantor”) to CPX BROADWAY DEVELOPERS, LLC, a Colorado limited liability company (“Grantee”). Grantor and Grantee may collectively be referred to as the “Owners” and generally as an “Owner”.

RECITALS

A. Grantor is the owner of certain real property located in the City and County of Denver, Colorado, more particularly described on **Exhibits A-1, A-2, A-3, A-4, A-5 and A-6** attached hereto and incorporated herein by this reference (collectively, the “Easement Parcels”).

B. Grantee is the owner of the real property more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (hereafter referred to as the “Benefited Property”). Grantee will be developing a hotel and office project on the Benefited Property (the “Project”). The Project and the Easement Parcels are adjacent to a condominiumized parking garage (the “Existing Garage”) owned by (i) the Denver Cultural Center Parking Garage Condominium Association, Inc. (“Garage OA”), (ii) the City and County of Denver as to the GO Unit (5<sup>th</sup> Floor and ramp) and 82 parking spaces located in the basement and on the ramp, (iii) the Denver Public Facilities Leasing Trust 2012A-B, a Colorado trust (the “Trust”) as to the Public Parking Unit (1<sup>st</sup> through 4<sup>th</sup> floors), (iv) the Museum Residences Condominium Association, Inc. (“MR HOA”) as to the Terrace Unit, and (v) Museum Residences LLC (“MR LLC”) as to 85 parking spaces located in the basement.

C. In connection with Grantee’s development and operation of the Project, Grantee has requested, and Grantor has agreed to grant Grantee, its successors and assigns, and its tenants, subtenants, licensees, occupants, employees, contractors, invitees, guests and related parties (collectively, the “Permittees”), perpetual exclusive and non-exclusive easements on, over and across the Easement Parcels, as more fully described herein and on the terms and conditions contained in this Easement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to Grantee and Grantee hereby agrees to accept and comply with the terms hereof as follows:

1. **Grant of Exclusive Easements.** Subject to the terms and conditions set forth herein, the following exclusive easements are hereby granted by Grantor:

(a) **North Air Rights.** Grantor does hereby grant to Grantee and its Permittees, for the benefit of the Benefited Property, an exclusive air space easement in and to the area more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-1 (the "North Cantilever Air Rights Easement") for the purpose of allowing a portion of the Project's building structure to occupy the North Cantilever Air Rights Easement.

(b) **South Air Rights.** Grantor does hereby grant to Grantee and its Permittees, for the benefit of the Benefited Property, an exclusive air space easement in and to the area more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-2 (the "South Cantilever Air Rights Easement") for the purpose of allowing a portion of the Project's building structure to occupy the South Cantilever Air Rights Easement.

(c) **Mechanical Equipment Pad.** Grantor does hereby grant Grantee and its Permittees, for the benefit of the Benefited Property, an exclusive easement in and to the area more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-3 (the "Mechanical Pad Easement") for the purpose of locating and operating mechanical equipment that will serve the Benefited Property. The mechanical equipment to be installed, operated and maintained by Grantee shall not exceed the decibel level allowed under the Denver Revised Municipal Code or other laws and regulations in place at the time of the Effective Date of this Easement. Nothing herein waives or impairs (i) the regulatory powers of the City and County of Denver or other governmental entities having jurisdiction over the subject matter of this Mechanical Pad Easement, or (ii) the rights of Grantee to contest the enforcement of such regulatory powers. Grantee shall fence and screen the Mechanical Equipment pursuant to plans approved by the City and County of Denver Manager of Public Works. Grantee shall maintain the Mechanical Pad Easement area, the mechanical equipment and all fencing/screening.

(d) **Foundation/Columns.** Grantor does hereby grant Grantee and its Permittees, for the benefit of the Benefited Property, an exclusive easement on, over and across the land more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-4 (the "Foundation/Columns Easement") for the purpose of accommodating the reconfiguration of foundation and column spacing for the Existing Garage entrance located on Broadway.

2. **Grant of Non-Exclusive Pedestrian Easements.** Subject to the terms and conditions set forth herein, the following non-exclusive easements are hereby granted by Grantor:

(a) **Pedestrian Easement.** Grantor does hereby grant Grantee and its Permittees, for the benefit of the Benefited Property, non-exclusive easements for pedestrian

ingress and egress for access to the Existing Garage on, over and across land more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-5 (the "Pedestrian Easement").

(b) Mechanical Pad Access Easement. Grantor does hereby grant Grantee and its Permittees, for the benefit of the Benefited Property, a non-exclusive easement on, over, under and across the land more particularly described as that portion of the Easement Parcels identified on attached Exhibit A-6 (the "Mechanical Access Easement") for the purpose of accessing the Mechanical Pad Easement area to maintain, replace and repair the mechanical equipment that will serve the Benefited Property.

3. Grant Without Warranties. The easements and Easement Parcels are being granted in an "as-is, where-is" condition. Grantor makes no warranty of any kind in relation to the granted easements and the Easement Parcels.

4. Reservation. Grantor reserves its right to use and enjoyment of the Easement Parcels not inconsistent with this Easement.

5. Term of Easement. The exclusive easements granted in Section 1(a),(b),(c) and (d) of this Easement shall be perpetual easements. The non-exclusive easements granted under Section 2 of this Easement shall terminate when the Existing Garage no longer exists, except if the Existing Garage is rebuilt as a result of a casualty event.

6. Appurtenant. This Easement shall be appurtenant to and run with the Benefited Property.

7. Indemnification.

(a) Grantee shall neither hold nor attempt to hold Grantor or the Trust liable for any injury or damage, either proximate or remote, occurring through or caused by injury, accident or other cause to the improvements or personal property of Grantee kept or stored on the Easement Parcels or used for the purposes of the easements, whether by reason of the negligence or fault of the owners or occupants thereof, or by any other person or otherwise, except resulting from the sole negligent acts or omission of Grantor or its employees, agents or contractors or the Trust. Grantee hereby agrees to indemnify, defend and save Grantor or the Trust harmless of and from all liability, loss, damages, costs, or expenses, including attorney's fees, on account of injuries to the person or property of Grantee or to any other person rightfully using the Easement Parcels for any cause whatsoever, except for injury to the person or property of such other person caused by the sole negligence of Grantor, its employees, agents, or contractors or the Trust.

(b) Grantee hereby waives any and all rights of recovery, claim, action or cause of action against Grantor, its agents, officers or employees or the Trust, for any loss or damage to the improvements and/or its personal property, or loss of use, occurring out of the use of the Easement Parcels, except resulting from the sole negligent acts or omissions of Grantor or its employees, agents or contractors or the Trust. Grantee covenants that no insurer shall hold any right of subrogation against Grantor or its agents, officers, employees or licensees or the Trust.

8. **Environmental Requirements.**

(a) Grantee, in conducting any activity on any of the Easement Parcels, shall comply with all applicable local, state or 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 Easement, the term "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. Grantee shall obtain all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to Grantee's use of the Easement Parcels.

(b) Grantee hereby agrees to indemnify, defend and hold harmless the Trust and the Grantor from and against any and all Environmental Liabilities, whenever and by whomever asserted.

As used in this Section 8, "Environmental Liabilities" shall mean any obligations or liabilities (including, without limitation, any claims, demands, actions, suits, enforcement actions, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are:

(i) related to protection of the environment or human health or safety and involving the Project or the Easement Parcels (including, but not limited to, on-site or off-site contamination by pollutants, whether known or unknown, and occupational safety and health); and

(ii) involving the Project or the Easement Parcels and arising out of, based upon or related to (x) environmental protection laws, or (y) any judgment, order, writ, decree, permit or injunction imposed by any court, administrative agency, tribunal or otherwise.

The term "Environmental Liabilities" shall include, but not be limited to: (i) fines, penalties, judgments, awards, settlements, losses, damages (including foreseeable and unforeseeable consequential damages), costs, fees (including reasonable attorneys' and consultants' fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for (x) cleanup costs and injunctive relief, including any corrective action, removal, remedial or other response actions, and natural resources damages, (y) any other compliance or remedial measures, and (z) bodily injury, medical monitoring, wrongful death, and property damage.

(e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services, including construction, required by this Easement) shall be subject to all of the insurance requirements herein and shall procure and maintain the same coverages required of the Grantee. Grantee shall include all such subcontractors as an additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Grantee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Commercial General Liability. Grantee shall maintain a Commercial General Liability insurance policy with limits of \$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 \$5,000,000 policy aggregate. Any combination of primary and excess coverage may be used to achieve required limits.

(g) Additional Provisions. The policy must provide the following:

(i) This Easement is an Insured Contract under the policy;

(ii) Defense costs are outside the limits of liability;

(iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City;

(v) For claims-made coverage, the retroactive date must be on or before the effective date of this Easement or the first date when any goods or services were installed on the Easement Area, whichever is earlier; and,

(vi) Grantee shall advise the City's Risk Manager in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Grantee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

#### 10. Default.

(a) It shall be considered a "Default" or "Event of Default" hereunder if Grantee fails to perform any of the agreements, terms, conditions or covenants hereof required to be performed and such nonperformance shall continue for a period of thirty (30) days after notice from Grantor, or if such performance cannot reasonably be accomplished within such thirty (30) day period, or if Grantee shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion.

(b) In the event of a Default by Grantee, Grantor shall have the right, at Grantor's option, to perform any such item at Grantee's expense and recover the cost of such

The terms “removal”, “remedial” and “response” shall include, without limitation, the types of activities covered by CERCLA, as amended, and whether the activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under “removal”, “remedial”, or other “response” actions.

9. **Insurance.**

(a) **General Conditions.** Grantee agrees to secure, at or before the execution of this Easement, the following insurance covering all operations, goods or services provided pursuant to this Easement. Grantee shall keep the required insurance coverage in force at all times during the term of this Easement, and for three (3) years after termination of the Easement. 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 be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Easement. Such notice shall reference this Easement. 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, Grantee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notice section in accordance with the Notice section, referencing this Easement. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Grantee. Grantee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Easement are the minimum requirements, and these requirements do not lessen or limit the liability of the Grantee. The Grantee 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 Easement.

(b) **Proof of Insurance.** Grantee shall provide a copy of this Easement to its insurance agent or broker. Grantee may not commence services or work relating to this Easement prior to placement of the coverage required under this Easement. Grantee certifies that the form of certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Easement. The City requests that this Easement be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Easement shall not act as a waiver of Grantee’s breach of this Easement or of any of the City’s rights or remedies under this Easement. 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, Grantee shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation.** Grantee’s insurer shall waive subrogation rights against the City.

performance plus interest thereon at the rate of eight percent (8%) per annum from the date paid by Grantor until reimbursed by Grantee. Grantor's rights hereunder shall be in addition to, and not in lieu of, any other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise including, but not limited to, suits for injunctive relief and specific performance.

(c) In the event of a Default by Grantor or the Trust, Grantee hereby waives all rights and remedies it may have against Grantor or the Trust in law or equity, except for specific performance or injunctive relief.

11. **Notices.** All notices, consents, requests or other communications (any of the foregoing, a "Notice") given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section. Any Notice shall be deemed to have been received: (a) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (b) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

Grantor:	Mayor City and County of Denver 1437 Bannock, Room 350 Denver, Colorado 80202
With a copy to:	Manager of Public Works 201 W. Colfax Avenue, Dept. 608 Denver, Colorado 80202
	Director of the Division of Real Estate 201 W. Colfax Avenue, Dept. 1010 Denver, Colorado 80202
With a copy to:	Denver City Attorney 201 W. Colfax Avenue, Dept. 1207 Denver, Colorado 80202 Attention: Karen Avilés
Grantee:	CPX Broadway Developers, LLC c/o Corporex Colorado, LLC 188 Inverness Drive West, Suite 120 Englewood, CO 80112 Attention: Mark Witkiewicz

With a copy to: Brownstein Hyatt Farber Schreck, LLP  
410 – 17<sup>th</sup> Street, 22<sup>nd</sup> Floor  
Denver, Colorado 80202  
Attention: Bruce A. James, Esq.

12. **Severability.** In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Easement 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 Easement shall remain in full force and effect.

13. **Choice of Law.** This Easement shall be governed by the laws of the State of Colorado and the laws, rules and regulations of the City and County of Denver.

14. **Captions for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Easement.

15. **Exhibits.** All exhibits to this Easement are incorporated herein and made a part hereto as if fully set forth herein.

16. **Successors.** This Easement shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns.

17. **Appropriation.** Any obligations of Grantor hereunder are subject to the prior appropriation of monies expressly made by the Denver City Council for such purposes and paid into the Treasury of the Grantor.

18. **Consent of Trust.** The Trust hereby joins in this Easement for the sole purpose of consenting to the easements granted herein. To the extent any easement granted hereunder conflicts with an existing easement previously granted by or for the benefit of the Trust, the Trust hereby consents and agrees that the easements granted under this Easement shall control.

[Remainder of page intentionally left blank]

[Signature page follows]



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals to be effective as of the date first set forth above.

ATTEST:

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

\_\_\_\_\_  
Clerk and Recorder, Ex-Officio Clerk for the  
City and County of Denver

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Denver City Attorney, Attorney for the  
City and County of Denver

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  )ss  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Mayor of the City and County of Denver.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**“GRANTOR”**

CPX BROADWAY DEVELOPERS, LLC, a  
Colorado limited liability company

By: Corporex Colorado, LLC, a Colorado limited  
liability company, its Manager

By: \_\_\_\_\_  
Mark J. Witkiewicz  
Senior Vice President

STATE OF COLORADO            )  
  )ss  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Mark J. Witkiewicz, Senior Vice President of Corporex Colorado, LLC, as Manager of CPX Broadway Developers, LLC.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**“GRANTEE”**

**For the purposes of Section 18 only**, the Denver Public Facilities Leasing Trust 2012A-B, a Colorado trust hereby joins in this Easement:

DENVER PUBLIC FACILITIES LEASING  
TRUST 2012A-B, a Colorado trust

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

STATE OF COLORADO                    )  
  )ss  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**“TRUST”**

## EXHIBIT A-1

### NORTH CANTILEVER AIR RIGHTS EASEMENT LEGAL DESCRIPTION

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at an elevation of 5260.85' and extending therefrom vertically 118.00 feet to an elevation of 5378.85':

The horizontal alignment of which commences at the northeast corner of Tract B, Broadway Parcel;

Thence, N73° 00' 00"W a distance of 27.61 feet;

Thence, N17° 00' 00"E a distance of 15.00 feet;

Thence, S73° 00' 00"E a distance of 23.02 feet;

Thence, S00° 00' 11"W and along the west R.O.W. Line of Broadway a distance of 15.69 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Elevations described hereon are based upon NAVD88 vertical datum.

Benchmark: City and County of Denver Benchmark 26-A, CCD Brass Cap, SE Cor, Top of Curb, 12" South of SPC @ Inlet, ELEV: 5246.65'

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

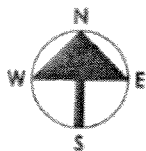
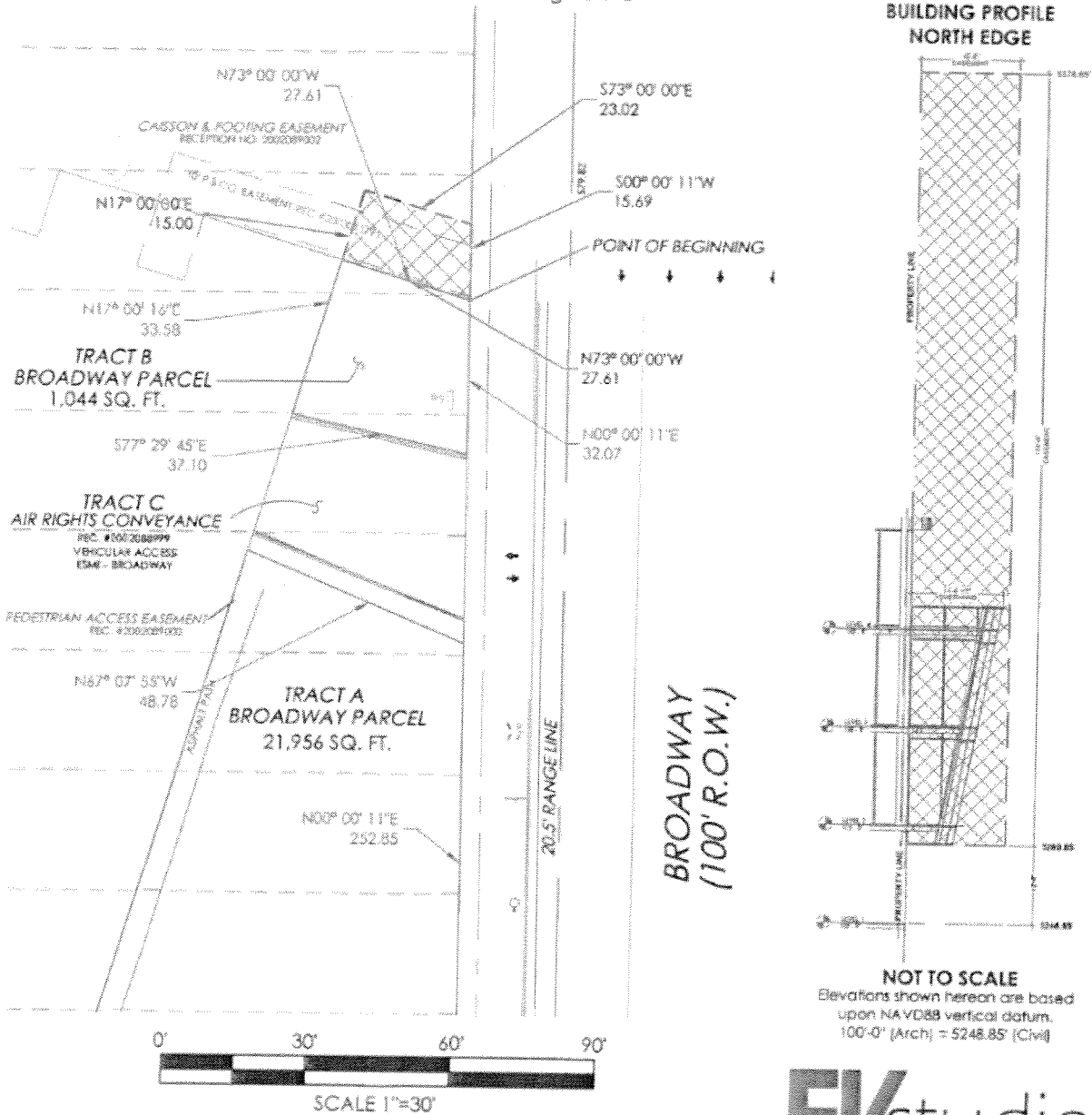
Colorado PLS 37969

Date: 7/10/13  
Job No. CE13-040

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civil engineering  
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1117 Cherokee St., Ste. 306 | Denver, CO 80204  
p. 303.670.7242 | e. [civil@evstudio.com](mailto:civil@evstudio.com)  
w. [evstudio.com](http://evstudio.com) | blog. [evstudio.info](http://evstudio.info)

Located in NW 1/4 Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

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**Legend:**

 Prop. Air Rights

Date: 7/10/13  
 Job No. CE13-040

**EVstudio**  
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## EXHIBIT A-2

### SOUTH CANTILEVER AIR RIGHTS EASEMENT LEGAL DESCRIPTION

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at an elevation of 5290.85' and extending therefrom vertically 88.00 feet to an elevation of 5378.85';

The horizontal alignment of which commences at the southwest corner of Tract A, Broadway Parcel;

Thence, N00° 00' 00"E a distance of 48.16 feet to the point of beginning;

Thence, N73° 12' 08"W a distance of 12.00 feet;

Thence, N17° 00' 01"E a distance of 12.00 feet;

Thence, S72° 59' 59"E a distance of 10.16 feet;

Thence, S17° 00' 00"W a distance of 5.91 feet;

Thence, S00° 00' 00"E a distance of 6.32 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Elevations described hereon are based upon NAVD88 vertical datum.

Benchmark: City and County of Denver Benchmark 26-A, CCD Brass Cap, SE Cor, Top of Curb, 12' South of SPC @ Inlet, ELEV: 5246.65'

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

Colorado PLS 37969

Date: 7/10/13

Job No. CE13-040

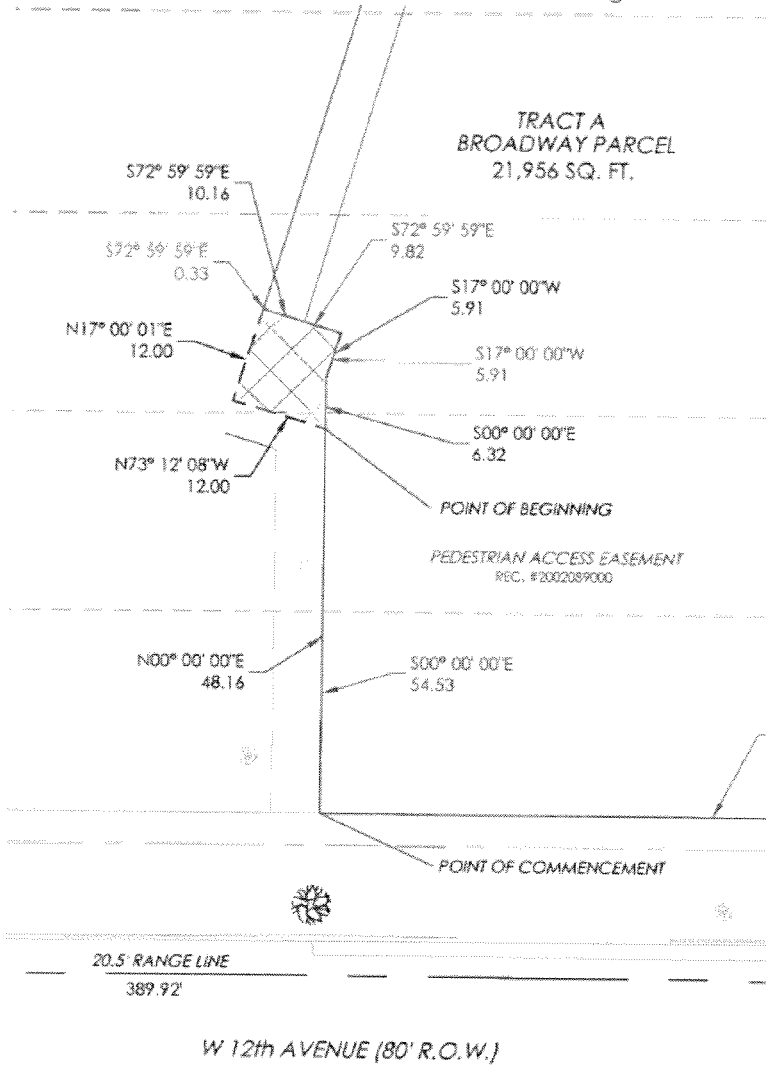
**EVstudio**  
civil engineering  
Evergreen | Denver | Copperas Cove  
1117 Cherokee St., Ste. 306 | Denver | CO 80204  
p: 303.670.7242 | e: [civil@evstudio.com](mailto:civil@evstudio.com)  
w: [evstudio.com](http://evstudio.com) | b: [evstudio.info](http://evstudio.info)

Exhibit A-2

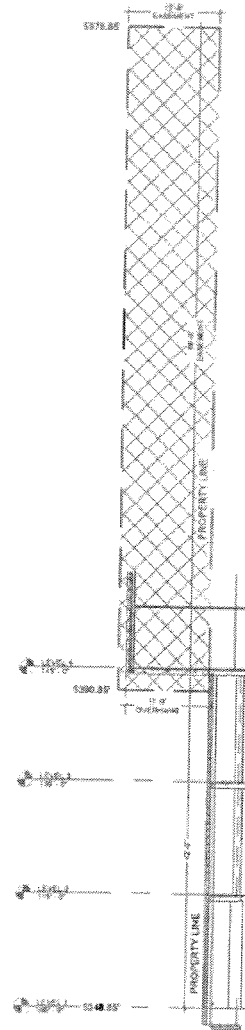
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Located in NW 1/4, Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

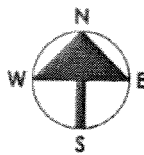
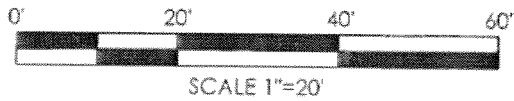
Page 2 of 2



**BUILDING PROFILE SOUTH ALONG 12TH OVERHANG**



**NOT TO SCALE**  
 Elevations shown hereon are based upon NAVD88 vertical datum.  
 100'-0" (Arch) = 5248.85' (Civil)



Date: 7/10/13  
 Job No. CE13-040

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 1117 Cherokee St. Ste. 306 | Denver | CO 80204  
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 w: [evstudio.com](http://evstudio.com) | blog: [evstudio.info](http://evstudio.info)

Exhibit A-2

## EXHIBIT A-3

### MECHANICAL PAD EASEMENT LEGAL DESCRIPTION

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the northeast corner of Tract B, Broadway Parcel;

Thence, N73° 00' 00"W a distance of 89.11 feet to the Point of Beginning;

Thence, S17° 00' 00"W a distance of 14.50 feet;

Thence, N72° 59' 44"W a distance of 74.56 feet;

Thence, N47° 37' 20"E a distance of 1.91 feet;

Thence, N17° 00' 16"E a distance of 17.35 feet;

Thence, S72° 59' 44"E a distance of 73.58 feet;

Thence, S17° 00' 00"W a distance of 4.50 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

Colorado PLS 37969

Date: 9/9/13  
Job No. CE13-040

**EVstudio**  
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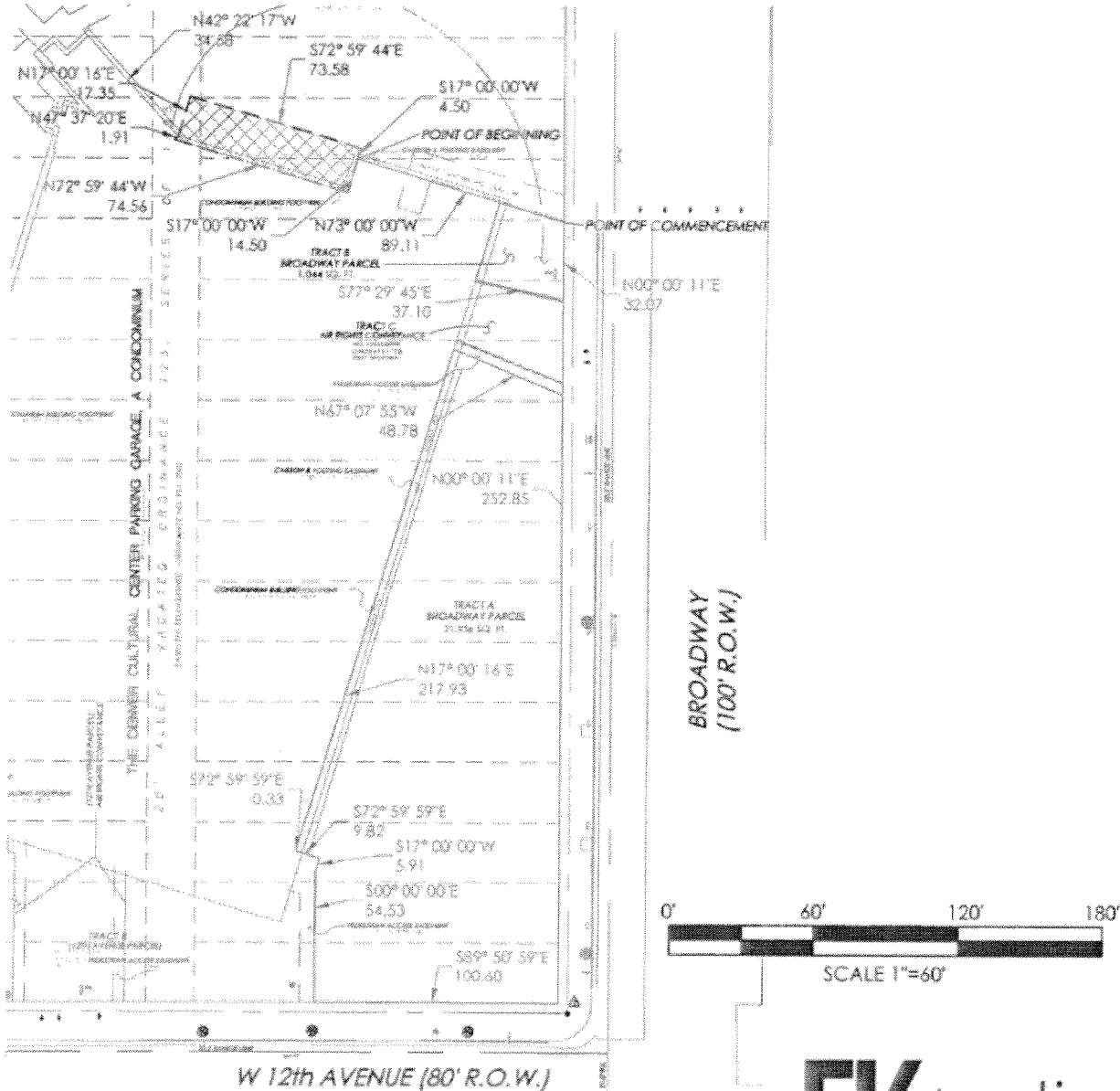
Exhibit A-3

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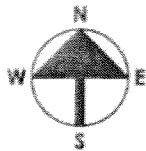


Located in NW 1/4 Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

Page 2 of 2



Date: 9/9/13  
 Job No. CE13-040



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Exhibit A-3

## EXHIBIT A-4

### FOUNDATION / COLUMNS EASEMENT LEGAL DESCRIPTION

Northwest 1/4, Section 3, Township 4 South, Range 68 West of the 6<sup>th</sup> P.M., City and County of Denver, State of Colorado.

#### Column A:

Commencing at the southwest corner of Tract A, Broadway Parcel;  
Thence, N07° 40' 58"W a distance of 8.54 feet to the point of beginning of the southeast corner of said column A;  
Thence, N73° 00' 08"W a distance of 2.00 feet;  
Thence, N16° 59' 52"E a distance of 2.00 feet;  
Thence, S73° 00' 08"E a distance of 2.00 feet;  
Thence, S16° 59' 52"W a distance of 2.00 feet to the Point of Beginning;

#### Column B:

Commencing at the southwest corner of Tract A, Broadway Parcel;  
Thence, N51° 48' 12"W a distance of 21.46 feet to the point of beginning of the southeast corner of said column B;  
Thence, N73° 00' 08"W a distance of 2.00 feet;  
Thence, N16° 59' 52"E a distance of 2.00 feet;  
Thence, S73° 00' 08"E a distance of 2.00 feet;  
Thence, S16° 59' 52"W a distance of 2.00 feet to the Point of Beginning;

#### Column C:

Commencing at the southwest corner of Tract A, Broadway Parcel;  
Thence, N63° 26' 37"W a distance of 46.74 feet to the point of beginning of the southeast corner of said column C;  
Thence, N73° 00' 08"W a distance of 2.00 feet;  
Thence, N16° 59' 52"E a distance of 2.00 feet;  
Thence, S73° 00' 08"E a distance of 2.00 feet;  
Thence, S16° 59' 52"W a distance of 2.00 feet to the Point of Beginning;

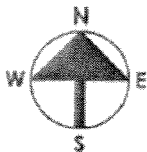
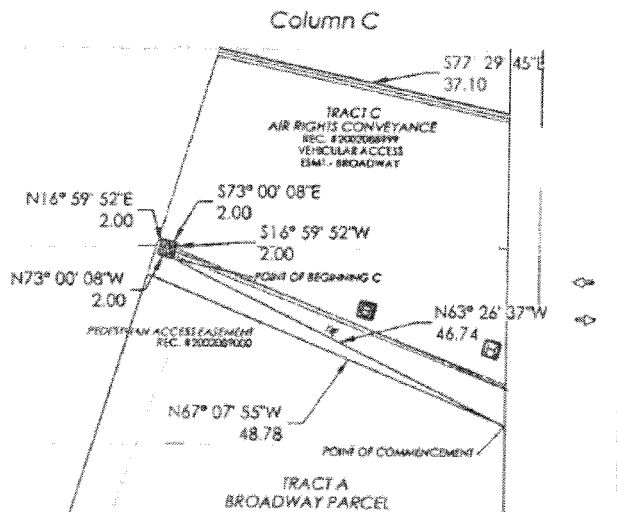
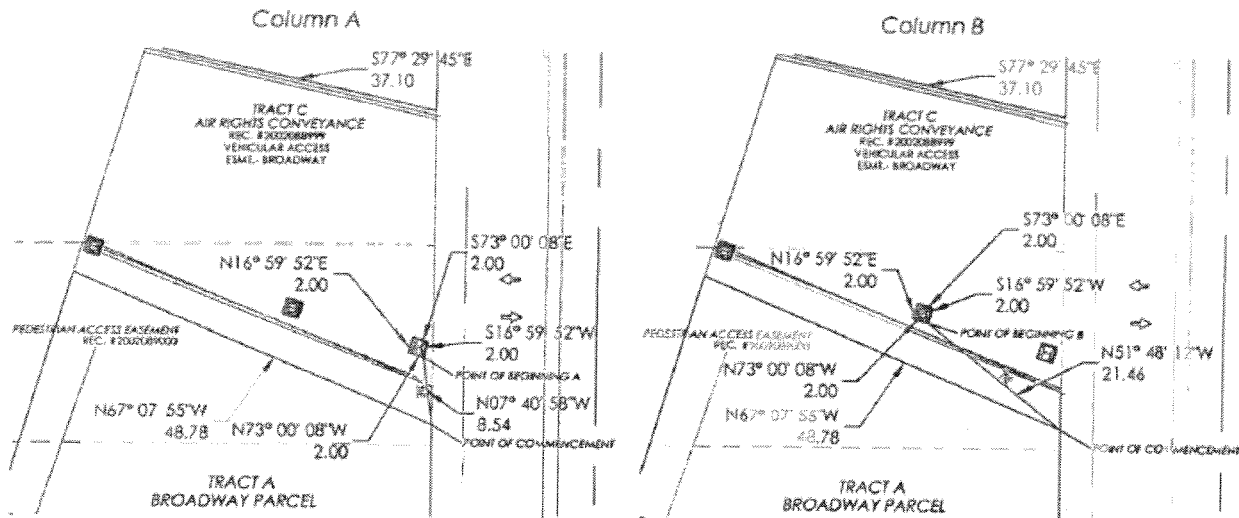
Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

#### Prepared By:

**EVstudio Civil Engineering, LLC**  
Karl W. Franklin, PE-PLS-EXW  
Colorado PLS 37969



Located in NW 1/4 Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado



Date: 5/1/13  
 Job No. CE13-040

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## EXHIBIT A-5

### PEDESTRIAN EASEMENT LEGAL DESCRIPTION

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the northeast corner of Tract A, Broadway Parcel;

Thence, N00° 00' 11"E and along the west R.O.W. Line of Broadway a distance of 4.85 feet to the Point of Beginning of the southeast corner of said Pedestrian Access Easement;

Thence, N67° 17' 13"W a distance of 47.34 feet;

Thence, N17° 00' 16"E a distance of 0.41 feet;

Thence, S73° 00' 08"E a distance of 45.54 feet;

Thence, S00° 00' 11"W a distance of 5.36 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

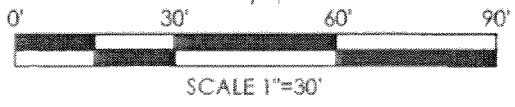
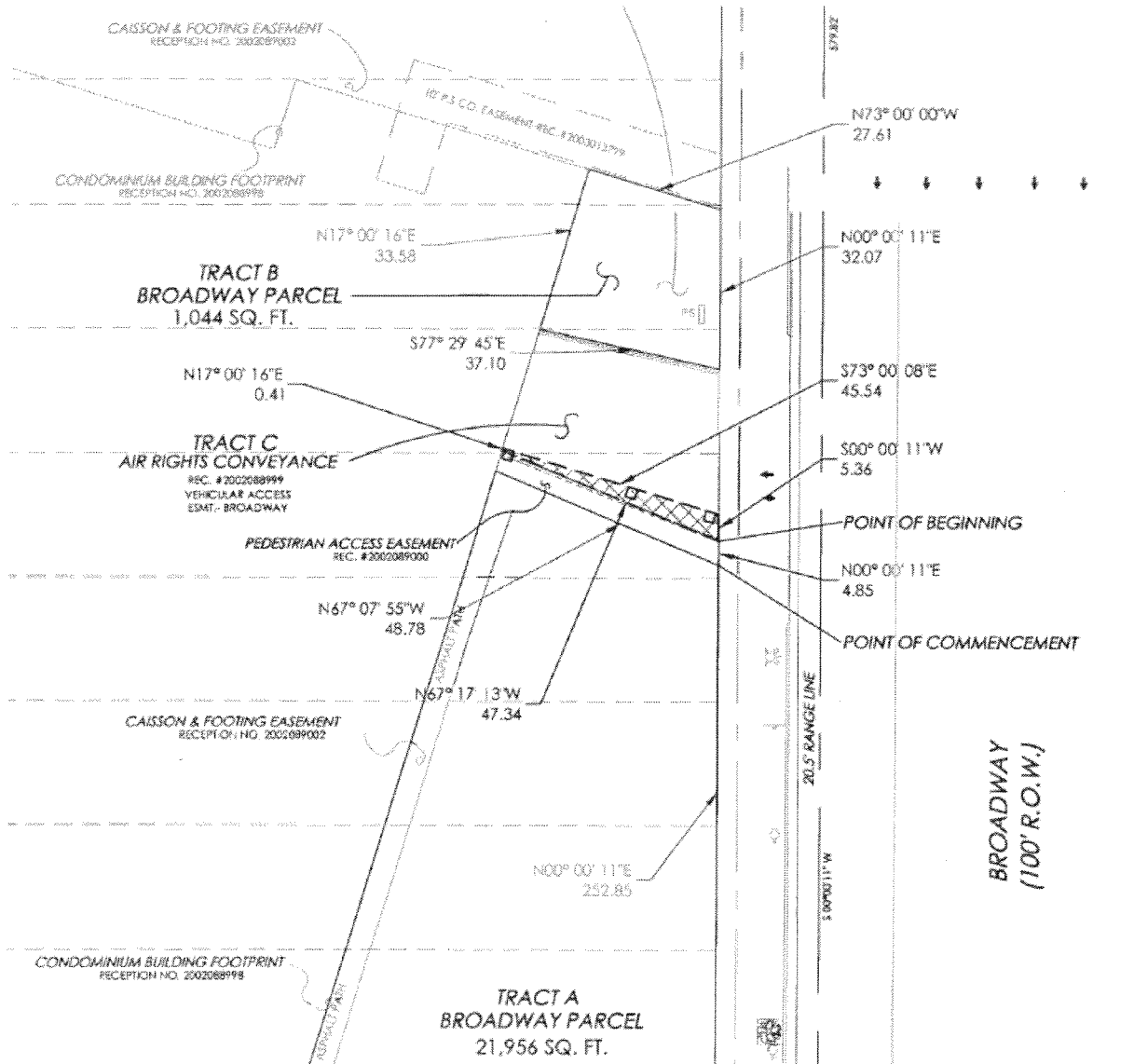
Colorado PLS 37969

Date: 7/10/13  
Job No. CE13-040

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Located in NW 1/4, Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

Page 2 of 2



Date: 7/10/13  
 Job No. CE13-040

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Exhibit A-5

## EXHIBIT A-6

### MECHANICAL ACCESS EASEMENT LEGAL DESCRIPTION

A parcel of land located in Block 43, Subdivision of Blocks 43, 44, 45, 46, 57, 58, 59, and 60 in Evans Addition to Denver, said plat originally recorded in Plat Book 1 at Page 4 in the Records of Arapahoe County, and located in the Northwest  $\frac{1}{4}$  of Section 3, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the northeast corner of Tract B, Broadway Parcel;

Thence, N73° 00' 00"W a distance of 89.11 feet;

Thence, N17° 00' 00"E a distance of 2.50 feet;

Thence, N72° 59' 44"W a distance of 20.00 feet;

Thence, N17° 00' 16"E a distance of 8.19 feet;

Thence, S73° 00' 00"E a distance of 105.84 feet;

Thence, S00° 00' 11"W and along the west R.O.W. Line of Broadway a distance of 11.19 feet to the Point of Beginning;

Basis of Bearing is the east line of Tract A Broadway Parcel, Tract B Broadway Parcel, and the west R.O.W. Line of Broadway. Said bearing is N00° 00' 11"E.

Prepared By:

**EVstudio Civil Engineering, LLC**

Karl W. Franklin, PE-PLS-EXW

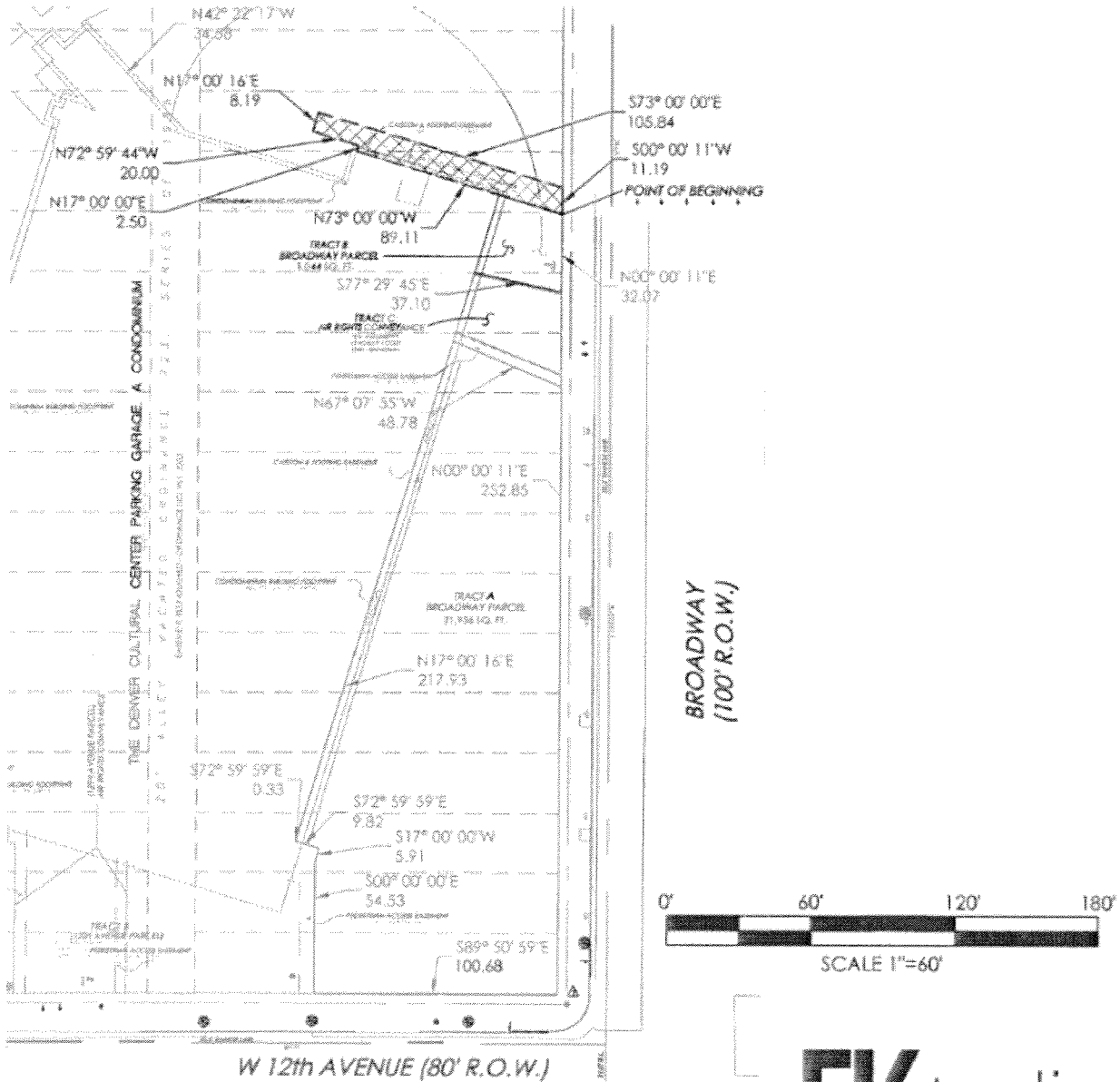
Colorado PLS 37969

Date: 8/15/13  
Job No. CE13-040

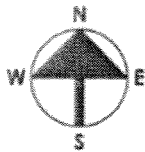
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Located in NW 1/4 Section 3, Township 4 South,  
 Range 68 West of the 6th P.M.,  
 City & County of Denver, State of Colorado

Page 2 of 2



Date: 8/15/13  
 Job No. CE13-040



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Exhibit A-6

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## EXHIBIT B

### BENEFITED PARCEL DESCRIPTION

#### TRACT A:

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 219.26 FEET TO THE POINT OF BEGINNING OF THE SOUTHEAST CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002089000;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PEDESTRIAN ACCESS EASEMENT THE FOLLOWING THREE (3) COURSES:

(1) NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 54.53 FEET;

(2) NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 5.91 FEET;

(3) NORTH 73 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 9.82 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 72 DEGREES 59 MINUTES 44 SECONDS WEST A DISTANCE OF 0.33 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 217.93 FEET TO THE SOUTHWESTERLY CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 200208900;

THENCE ALONG THE SOUTHERLY LINE OF SAID EASEMENT SOUTH 67 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 48.78 FEET TO THE EAST LINE OF SAID BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 252.85 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 89 DEGREES 50 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 43 A DISTANCE OF 100.68 FEET TO THE POINT OF BEGINNING.



**TRACT B:**

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 319.94 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 292.31 FEET TO THE POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF THE VEHICULAR ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002088999;

THENCE NORTH 77 DEGREES 29 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 37.10 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 33.58 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 27.61 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

**TRACT C (BROADWAY PARCEL-AIR RIGHTS):**

A PARCEL OF LAND SITUATED IN BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, THE POSITION OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN ELEVATION OF 5254.50 FEET AND EXTENDING VERTICALLY TO THE EXTENT OF THE BUILDING AND ITS APPURTENANCES;

THE HORIZONTAL ALIGNMENT COMMENCES AT THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST AND ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 252.85 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67 DEGREES 07 MINUTES 55 SECONDS WEST A DISTANCE OF 48.78 FEET;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 29.84 FEET;

THENCE SOUTH 77 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 37.10 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 39.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS IS THE WEST LINE OF SAID BLOCK 43 BEARING SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, AS PRESENTLY MONUMENTED BY A NAIL WITH BRASS DISK, PLS 27601, AT THE NORTH AND SOUTH ENDPOINTS.

FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, THE TOP OF THE GROUND LEVEL CONCRETE FLOOR IN THE PARKING GARAGE IS ASSUMED TO BE AT AN ELEVATION OF 5243.00 FEET.

**EXHIBIT C**

Form of Certificate of Insurance

(Attached)



CORPCOM-03 KSTRIMPE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2013

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1 West 4th Street Cincinnati, OH 45202	CONTACT NAME: <b>Kathy Trimpe</b>	FAX (A/C No.): <b>(513) 977-4602</b>	
	PHONE (A/C No., Ext.): <b>(513) 977-3102</b>	E-MAIL ADDRESS: <b>kathy_trimpe@ajg.com</b>	
INSURED  <b>Corporex Companies, LLC</b> 100 E. Rivercenter Blvd #1100 Covington, KY 41011	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>XL Insurance America, Inc.</b>		
	INSURER B: <b>Chartis Specialty Insurance Company</b>		26883
	INSURER C: <b>Fireman's Fund Insurance Company</b>		21873
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

**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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$1,000,000 Lt GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		MGG0029644-03	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 Ded. C <input checked="" type="checkbox"/> \$1000 Ded. C		MAG0029652-03	12/1/2012	12/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE43098089	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWG0029650-03	12/1/2012	12/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prop RC/Special Fm		DXX80944865	12/1/2012	12/1/2013	Bldg/Cts 725,839,150
C	Rented EQ		DXX80944865	12/1/2012	12/1/2013	Equipment 100,000

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

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as respects: AIR RIGHTS, MECHANICAL EQUIPMENT, FOUNDATION AND COLUMNS AND PEDESTRIAN ACCESS PERMANENT EASEMENT (Cultural Center Parking Garage/Hotel/Office)

Coverage is primary and non-contributory for the benefit of the Additional Insureds. Waiver of subrogation is included. 30 days notice of cancellation.

Named Insured: CPX Broadway Developers, LLC

**CERTIFICATE HOLDER**

**CANCELLATION**

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

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  
*Thomas R. Duff*

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