

## LICENSE AGREEMENT

16-39

THIS LICENSE AGREEMENT is made this 16<sup>th</sup> day of December 2016 by and between the CITY OF AURORA, COLORADO, a municipal corporation, herein referred to as "City," and Balsam GWG, LLC, herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other City interests in land and may sometimes be referred to herein as "City property."

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns to construct, operate, maintain, repair and replace: Double sliding gate, protective barrier around gate, 20' security gate with knox hardware, fencing, bollards, and two (2) keypad entry systems, as illustrated in Exhibit A, all situated in the Community Shopping Center Subdivision Filing No. 4, in the NW 1/4 of Section 19, Township 4 S, Range 66 W, of the 6<sup>th</sup> P.M., Arapahoe County, State of Colorado at the location described in Exhibit A, attached hereto and made a part hereof by reference.

### CONSTRUCTION REGULATIONS

Any construction initiated under this License shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Directors of Aurora Water, Public Works and Parks and Open space of the City, all ordinances of the City and any and all state statutes.

### PLAN REVIEW

The Licensee, at least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the City for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No further construction will be permitted on the licensed premises until the City has approved the plans therefor.

### NOTICE OF CONSTRUCTION

The Licensee shall notify the City's Director of Public Works at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the City may make such inspections as it considers necessary. Such notice shall make reference to the license agreement number. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work.

#### RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the property involved as may be necessary or convenient and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the City's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of its property at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with any such City use.

#### COMPLETION AND CLEANUP

The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within 30 days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

#### RESTORATION OF ROADS, FENCES AND FACILITIES

All City roads, fencing and other facilities which are disturbed by the construction of Licensee's installation shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to the City. City roads and fencing disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of Licensee's facilities shall immediately be restored by Licensee to a condition satisfactory to the City. Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the City. If restoration is not accomplished by the Licensee within the time specified the City, at its election, may perform such restoration at Licensee's expense. Licensee shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the City at all times shall have full and complete access to its property.

#### MARKERS

The Licensee shall, if required by the City, place and maintain permanent, visible markers of a type and at locations designated by the City to define the centerline of Licensee's installation. If the placing of the centerline markers is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

#### BACKFILLING

All trenches and excavations within City property shall be backfilled in the following manner: All material in embankments shall be compacted to the specified relative compaction. The moisture content of the soil at the time of compaction shall be as specified. Within the areas indicated on the plans and to the designated depth below sub-grade, for the full width of roadway in all cut sections, earth shall be thoroughly scarified and the moisture content increased or reduced, as necessary, to bring the moisture to the content specified. This scarified layer shall then

be compacted to the relative compaction specified. The remainder of the area up to subgrade elevation shall be constructed of suitable material placed at the moisture content specified and compacted to the percent relative compaction specified. Maximum dry density of all soil types encountered or to be used will be determined in accordance with AASHTO T99 or AASHTO T180. The minimum percent of relative compaction and moisture content shall be 95% of AASHTO T99 for soil classification (AASHTO M 145) A-6 & A-7 and 95% of AASHTO T180 for soil classification (AASHTO M 145) A-1 through A-5. Tamping equipment shall be subject to the approval of the City.

#### WATER DISCHARGE

Licensee shall not, and will not be permitted to discharge water into or upon any City property or facility but shall provide for carriage of any water over or across City property or facility in a manner satisfactory to the City at no expense to the City.

#### INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City facilities, and Licensee shall assume all risks incident to the presence of City facilities.

#### CARE AND REPAIR OF CITY FACILITIES

Licensee will use all reasonable means to prevent any loss or damage to the City or to others resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the City's installation on its property made necessary in the opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the City and at the sole expense of the Licensee.

#### INSURANCE REQUIREMENTS

The Owner under this License will be required to procure and maintain, at their own expense and without cost to the City of Aurora, the following types of insurance. The policy limits required are to be considered minimum amounts:

**Insurance and Indemnities:** The Licensee shall maintain a Commercial Property Insurance Policy on the premises during the term of this agreement. The cost the required insurance shall be paid by the Licensee. Prior to commencement of this agreement, the Licensee and its subcontractors shall provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this agreement, Licensee and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate.

- (b) Excess or Umbrella Liability. Licensee and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000).
- (c) Workers' Compensation or Employers' Liability Insurance. The Licensee and its subcontractors shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Licensee and its subcontractors shall provide proof of Employers' Liability Insurance with limits as follows:
- \$500,000 bodily injury each accident
  - \$500,000 bodily injury each disease
  - \$500,000 bodily injury disease aggregate.
- (d) Licensors as Additional Insured. All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insureds by endorsement and said coverage shall contain a waiver of subrogation. Licensee and its subcontractors shall provide a copy of an endorsement providing this coverage.
- (e) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.
- (f) Certificates of Insurance. Upon the execution of this Agreement, the Licensee shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Licensee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Licensee's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, the Licensee shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The Licensee's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.**

In the event that the License involves professional or consulting services, in addition to the aforementioned insurance requirements, the Owner shall also be protected by a Professional Liability Insurance policy. The following policy limit is considered a minimum amount.

**Professional Liability Insurance** policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the Owner against liability incurred as a result of the professional services performed under this contract.

#### INDEMNIFICATION

Licensee shall indemnify and save harmless the City, its officers, employees and agents, against any and all claims, damages, actions or causes of action and expense to which it, or they, may be subjected by reason of Licensee's installation being located within and across the property of the City or by reason of any work done or omission or negligence made by Licensee, its agents or employees in connection with the construction, operation, modification, replacement, maintenance, repair or removal of Licensee's installation. If the construction of all or any part of Licensee's installation is to be performed by an independent contractor under contract with the Licensee, the Licensee shall so notify the City and shall incorporate the stipulations and conditions of this License into the contract specifications and, if required by the City, cause said independent contractor to obtain prior to commencement of the work, an insurance policy or policies in amounts and with companies satisfactory to the City, which will protect the City from any loss or damage resulting from the work performed by the contractor.

#### EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.

#### NO WARRANTY OF TITLE

The rights and privileges granted in this License are subject to prior Agreements, Licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the City's property hereunder and to resolve any conflict.

#### REVOCATION AND REMOVAL

If the Licensee does not use the right herein granted on its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the City may, at its election, revoke this License forthwith by written notice to the Licensee in person or by mail at Licensee's last-known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement.

If the City at any time during the period of this License deems it necessary to excavate in the area of the crossing for which this License is granted, for construction, modification, replacement, repair, operation of, or maintenance of any of its utility lines, mains or facilities, which work requires the moving of the Licensee's utility lines, mains or facilities, such costs of movement of the Licensee's utility lines, mains or facilities shall be borne by the Licensee.

#### ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

#### ASSIGNMENTS

The rights granted Licensee hereunder shall not be assigned without the written consent of the City.

#### FEES

The base license fee includes two (2) hours of processing, review, or inspection by the City; and if the City requires further inspection, Licensee shall pay at the rate set forth in the City's annual service fee schedule for any specific year. Work on holidays and weekends may be charge a 4-hour minimum.

#### SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:  
**No special conditions**

#### NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given by U. S. Postal Service first class delivery, or by personal hand delivery addressed as follows:

To the City:

City of Aurora  
Real Property Services  
15151 East Alameda Parkway  
Aurora, CO 80012

To the Licensee:

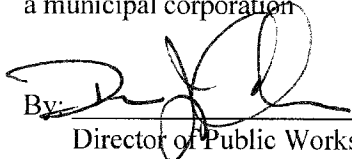
Balsam GWG, LLC  
1011 Humbolt St  
Denver, CO 80218


RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

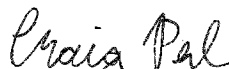
CITY OF AURORA, COLORADO,  
a municipal corporation

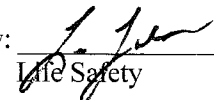
By:   
Director of Public Works

By:   
Aurora Water

By:   
Real Property

By:   
Risk Manager

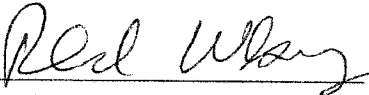
By:   
Engineering

By:   
Life Safety

ACCEPTANCE

The undersigned authorized officer of Balsam GWG, LLC, has read the foregoing License Agreement and agrees that it will accept and will abide by all the terms and conditions thereof.

**LICENSEE:**  
Balsam GWG, LLC

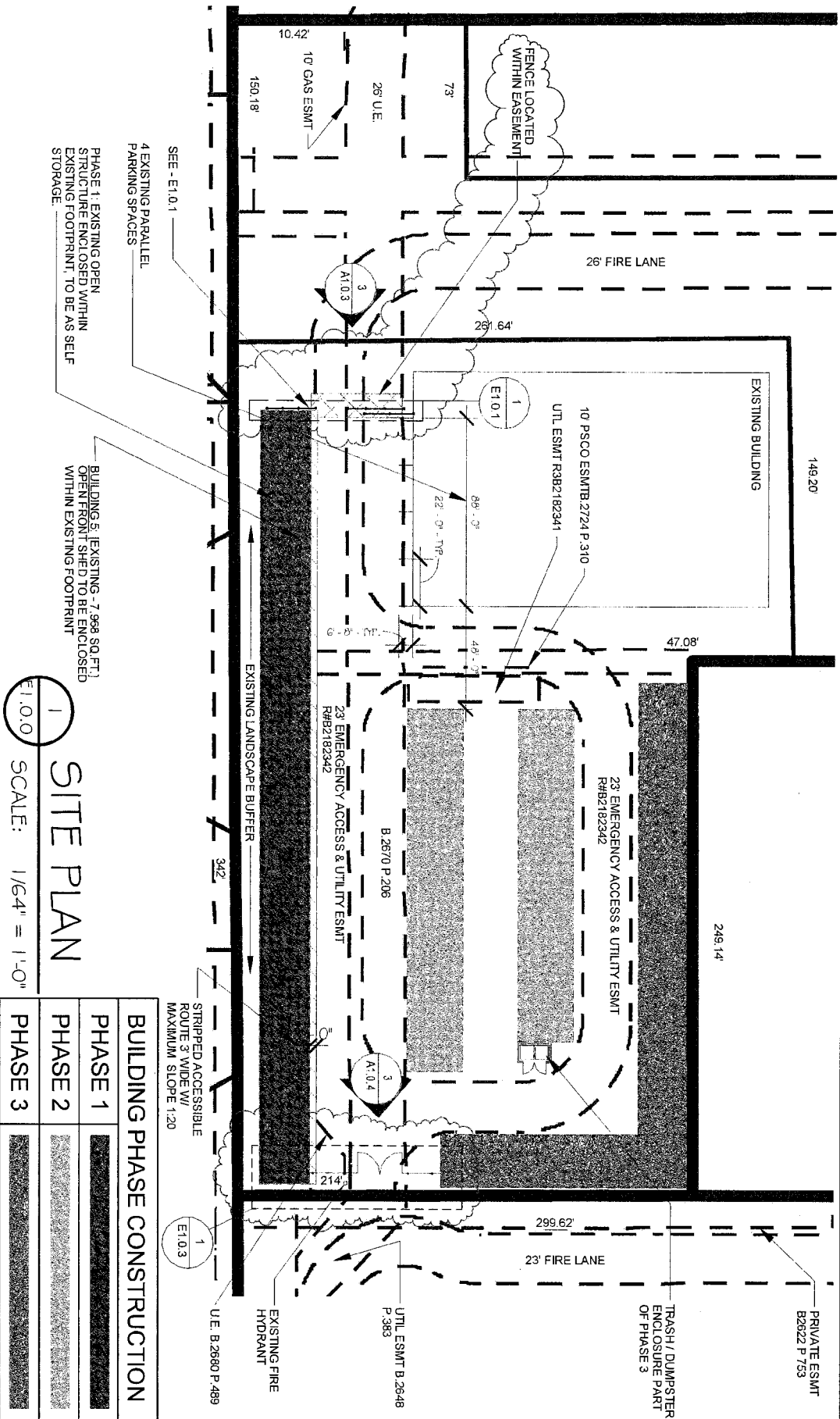
By: 

Title: Manager

Address: 1011 Humbolt St  
Denver, CO 80218



ILLUSTRATION  
**EXHIBIT A**  
LOT 3 BLK 1 COMMUNITY SHOPPING CENTER 4TH FLG  
1310 S ABILENE ST, AURORA, CO



**SITE PLAN**  
SCALE: 1/64" = 1'-0"

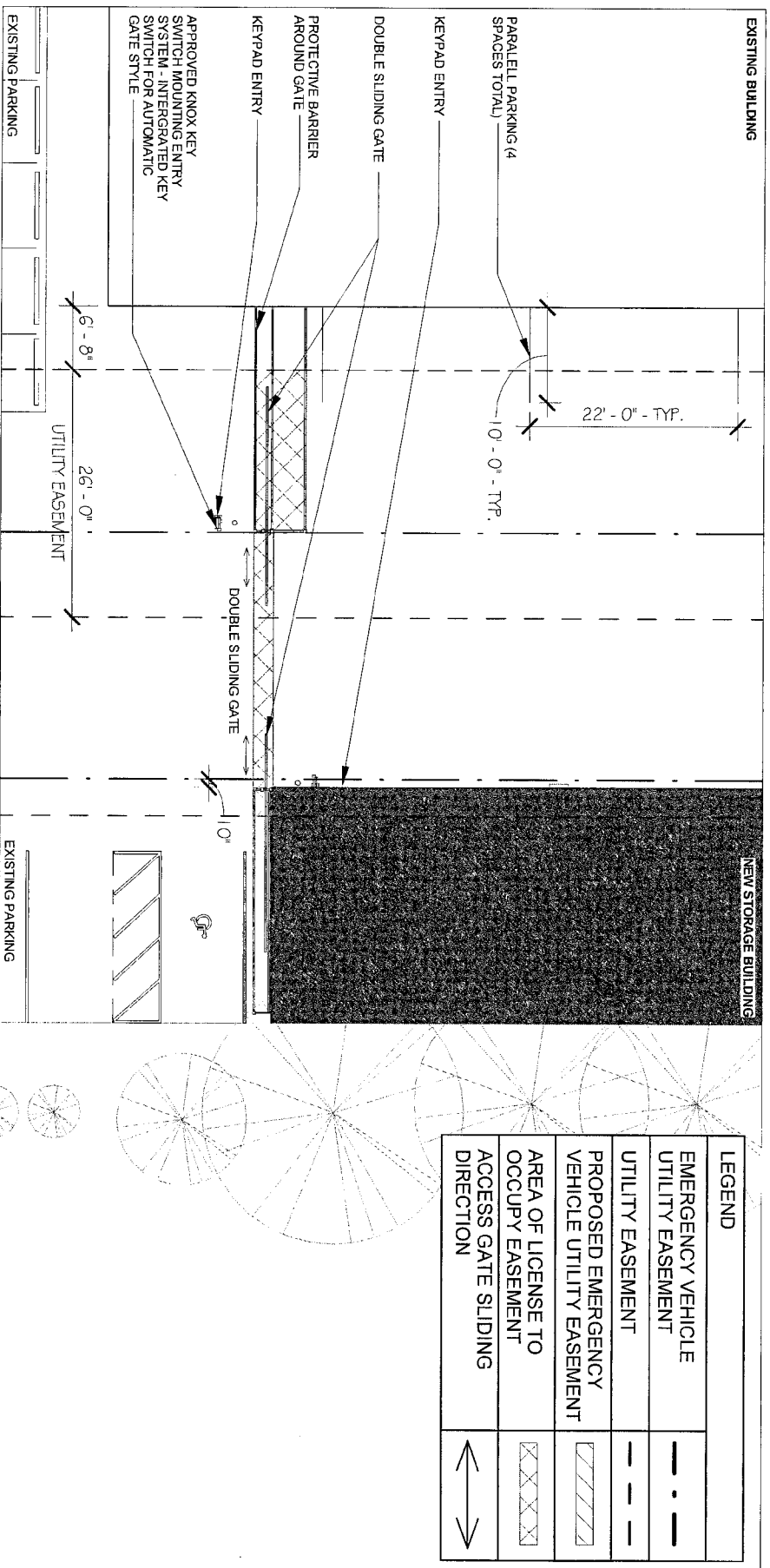
BUILDING PHASE CONSTRUCTION	
PHASE 1	
PHASE 2	
PHASE 3	

**ARCWEST**  
ARCHITECTS  
2406 W. 32nd Avenue Suite A Denver, CO 80211  
ARCWESTARCHITECTS.COM 303-455-7741

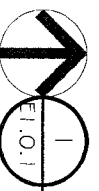
**ABILENE SELF-STORAGE**  
**SITE PLAN**

09/15/16  
**E1.0.0**

ILLUSTRATION  
**EXHIBIT A**  
LOT 3 BLK 1 COMMUNITY SHOPPING CENTER 4TH FLG  
1310 S ABILENE ST, AURORA, CO



LEGEND	
EMERGENCY VEHICLE UTILITY EASEMENT	---
UTILITY EASEMENT	- - - -
PROPOSED EMERGENCY VEHICLE UTILITY EASEMENT	///
AREA OF LICENSE TO OCCUPY EASEMENT	XXX
ACCESS GATE SLIDING DIRECTION	← →



ENLARGED ACCESS GATE PLAN

SCALE: 1/16" = 1'-0"

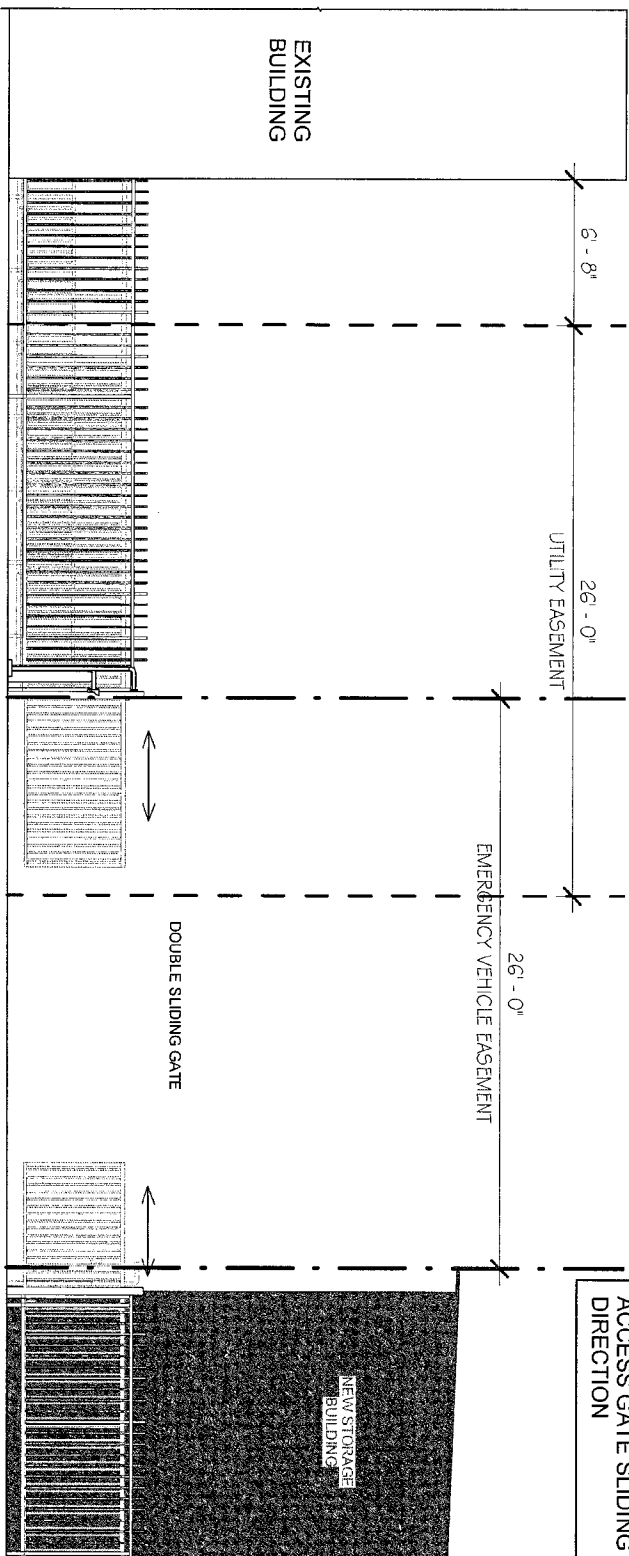
**A R C W E S T**  
A R C H I T E C T S  
2406 W. 32nd Avenue Suite A Denver, CO 80211  
ARCWESTARCHITECTS.COM 303-455-7741

**ABILENE SELF-STORAGE**  
ENLARGED ACCESS GATE PLAN

06/16/16  
**E1.0.1**

ILLUSTRATION  
**EXHIBIT A**  
LOT 3 BLK 1 COMMUNITY SHOPPING CENTER 4TH FLG  
1310 S ABILENE ST, AURORA, CO

LEGEND	
EMERGENCY VEHICLE UTILITY EASEMENT	--- --
UTILITY EASEMENT	- - - -
PROPOSED EMERGENCY VEHICLE UTILITY EASEMENT	////
AREA OF LICENSE TO OCCUPY EASEMENT	XXXXXX
ACCESS GATE SLIDING DIRECTION	↔



**ACCESS GATE NORTH ELEVATION**  
E1.0.2  
SCALE: 1/8" = 1'-0"

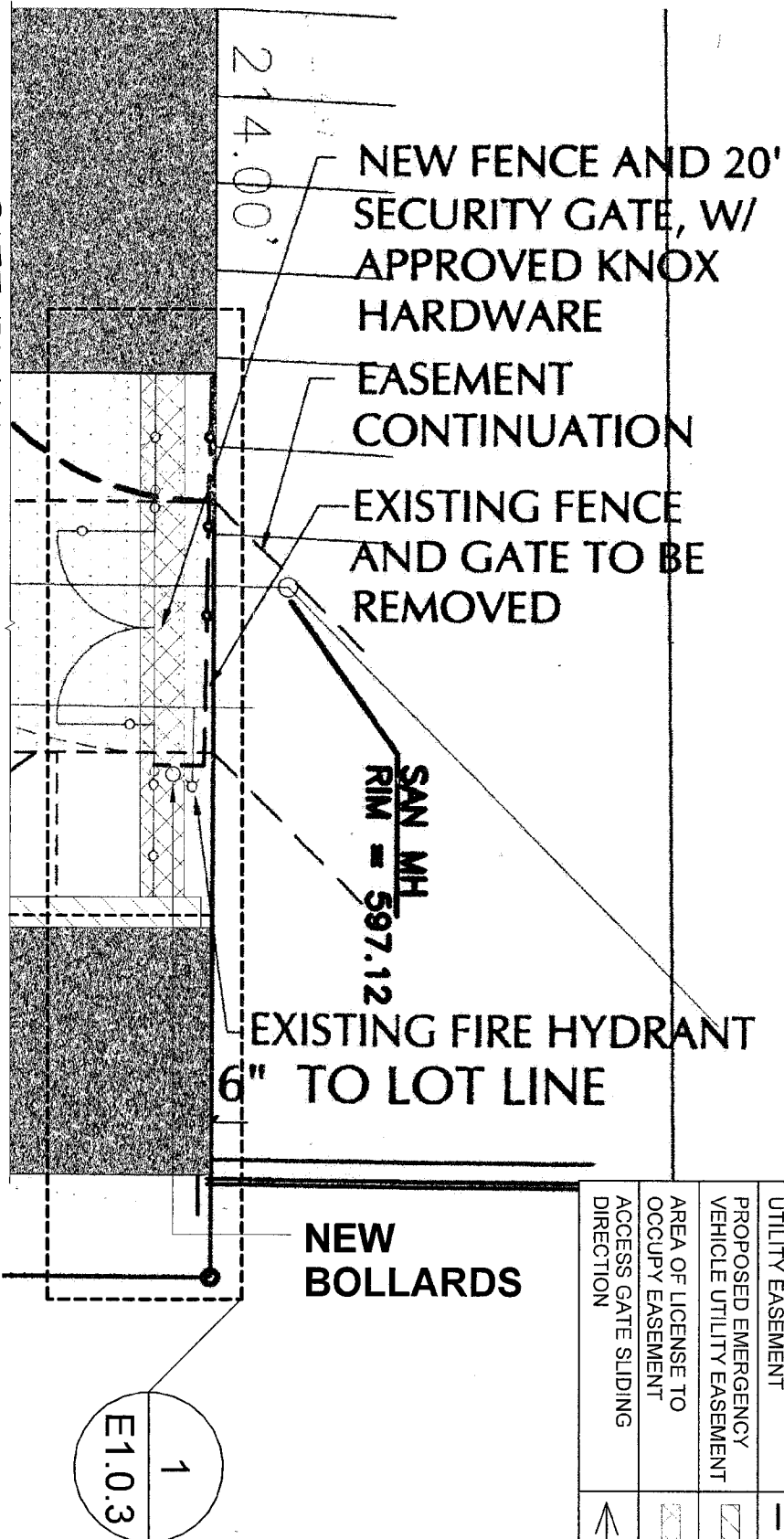
**ARCWEST**  
ARCHITECTS  
2406 W. 32nd Avenue Suite A Denver, CO 80211  
ARCWESTARCHITECTS.COM 303-455-7741

**ABILENE SELF-STORAGE**  
ACCESS GATE ELEVATION

06/16/16  
**E1.0.2**

ILLUSTRATION  
**EXHIBIT A**  
1310 S ABILENE ST, AURORA, CO  
LOT 3 BLK 1 COMMUNITY SHOPPING CENTER 4TH FLG

LEGEND	
EMERGENCY VEHICLE UTILITY EASEMENT	— · —
UTILITY EASEMENT	- - -
PROPOSED EMERGENCY VEHICLE UTILITY EASEMENT	
AREA OF LICENSE TO OCCUPY EASEMENT	XXXXX
ACCESS GATE SLIDING DIRECTION	↔



 **SITE PLAN**  
SCALE: 1/16" = 1'-0"

**ARCWESST**  
ARCHITECTS  
2406 W. 32nd Avenue Suite A Denver, CO 80211  
ARCWESTARCHITECTS.COM 303-455-7741

**ABILENE SELF-STORAGE**  
**ENLARGED ACCESS GATE 2**

06/20/16  
**E1.0.3**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2016

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 have ADDITIONAL INSURED provisions or 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>  Phillip Gira Insurance Agency 469 S Cherry St #230 Denver, CO 80246	<b>CONTACT NAME:</b> Tabitha Johnson <b>PHONE (A/C, No, Ext):</b> (303)945-2096 <b>FAX (A/C, No):</b> (303)945-2097 <b>E-MAIL ADDRESS:</b> tabitha@phillipgira.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Berkshire Guard</b></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Berkshire Guard</b>		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>Berkshire Guard</b>															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Balsam GWG, LLC. 1011 Humbolt St Denver, CO 80218															

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 2

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR   <input checked="" type="checkbox"/> non ded            GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY    <input type="checkbox"/> PROJECT    <input checked="" type="checkbox"/> LOC            OTHER:         </div>			BABP737006	12/19/2016	12/19/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BABP737006	12/19/2016	12/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

city of auroa	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 <div style="text-align: right;">(TSJ)</div>
---------------	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2016

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 have ADDITIONAL INSURED provisions or 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>  Phillip Gira Insurance Agency 469 S Cherry St #230 Denver, CO 80246	<b>CONTACT NAME:</b> Tabitha Johnson <b>PHONE (A/C, No, Ext):</b> (303)945-2096 <b>FAX (A/C, No):</b> (303)945-2097 <b>E-MAIL ADDRESS:</b> tabitha@phillipgira.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Seneca Insurance Company, Inc <b>INSURER B:</b> Pinnacol Assurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  GWG Development LLC 1011 HUMBOLT STREET Denver, CO 80218	<b>NAIC #</b>

## COVERAGES

CERTIFICATE NUMBER: 00000000-23997

REVISION NUMBER: 2


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 INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 OTHER:	Y	Y	SCC2032406	09/23/2016	09/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	9364367	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed below

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF AURORA</b> 15151 E. Alameda Parkway Aurora, CO 80012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  (TSJ)
---	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Printed by TSJ on September 30, 2016 at 08:24AM