

**Settlement Agreement and Release
Between
The City of San José
And
Applegate Johnston, Inc.

(Fire Station No. 19)**

This Settlement Agreement and Release ("Settlement Agreement") is entered into on October __, 2011 by and between the City of San José ("City") and Applegate Johnston, Inc. ("Applegate").

Recitals

WHEREAS, the City and Applegate desire to resolve the City's liquidated damage claims arising from Applegate's construction of Fire Station No. 19 under the terms and conditions set forth in this Settlement Agreement;

NOW, THEREFORE, for good and valuable consideration, the City and Applegate agree as follows:

Section 1. Underlying Facts.

This Settlement Agreement involves the following relevant facts:

- A. **Fire Station No. 19 Project:** On or about July 24, 2008, the City awarded Applegate a public works contract for the construction of Fire Station No. 19. Applegate was the low bidder on the project.
1. The City issued a notice to proceed that made September 19, 2008 the first chargeable day for Applegate to commence construction of Fire Station No. 19 ("Construction Commencement Date").
 2. The contract for Fire Station No. 19 originally required Applegate to complete construction of the project within 435 calendar days from the Construction Commencement Date. During construction, the City and Applegate executed various change orders extending the time for completing construction of Fire Station No. 19 by 165 calendar days.

3. As a result of the time extensions, Applegate was to have completed construction of Fire Station No. 19 within 600 calendar days after the Construction Commencement Date, which made the contractual completion date May 11, 2010 ("Contractual Completion Date").
 4. The City granted Applegate provisional substantial completion on September 1, 2010, which is 113 calendar days after the Contractual Completion Date. The City executed and recorded a certificate of substantial completion stating that Applegate achieved substantial completion on November 3, 2010, which is 176 calendar days after the Contractual Completion Date.
 5. The construction contract for Fire Station No. 19 requires Applegate to pay the City liquidated damages in the amount of \$2,500 for each day beyond the Contractual Completion Date that Applegate is late in completing construction.
 6. The City claims that Applegate is responsible for all of the delay in completing construction of Fire Station No. 19.
 7. The City sent Applegate the Engineer's Final Estimate, dated September 23, 2011, stating that it was assessing liquidated damages in the amount of \$282,500. This amount is based on the provisional substantial completion date ($113 \times \$2,500 = \$282,500$).
 8. In the Engineer's Final Estimate, the City stated that it was not seeking the liquidated damages based on the substantial completion date ($176 \times \$2,500 = \$440,000$) "[i]n the interests of cooperation and of closing out the Project."
- B. **Environmental Innovation Center Project:** On or about May 31, 2011, the City awarded Applegate a public works contract in the amount of \$10,624,000 for base construction of the Environmental Innovation Center; and add alternates in the amounts of \$341,113 for a tower, and \$129,822 for a free standing canopy. Applegate was the low bidder on the project.
1. On or about May 31, 2011, Applegate submitted an executed construction contract for the Environmental Innovation Center. With the executed contract, Applegate submitted payment and performance bonds and proof of insurance – all meeting the requirements of the project as bid and of the construction contract.

2. The City is seeking to obtain approximately \$4,500,000 in financing to pay for a portion of the construction of the Environmental Innovation Center through the New Markets Tax Credit program administered by the U.S. Department of the Treasury.
3. As a condition of obtaining New Markets Tax Credit financing, the New Markets Tax Credit investors imposed payment and performance bonds and insurance requirements in addition to those set forth in the bid documents and construction contract for the Environmental Innovation Center project ("Additional Bond/Insurance Requirements").
4. Applegate has refused to obtain payment and performance bonds and insurance complying with the Additional Bond/Insurance Requirements on the ground that the Additional Bond/Insurance Requirements are not contained in the bid documents or the construction contract for the Environmental Innovation Center project.
5. As of the date of this Settlement Agreement, the City has obtained varying information related to the cost of Applegate complying with the Additional Bond/Insurance Requirements.
6. In order to obtain the New Markets Tax Credit funding, the City needs Applegate to comply with the Additional Bond/Insurance Requirements on or before October 18, 2011.

Section 2. Settlement Terms and Conditions

Based on the relevant facts set forth in Section 1 of this Settlement Agreement, the City and Applegate agree to the following settlement terms and conditions.

- A. As consideration for Applegate's agreement to the terms and conditions set forth in Section 2.B. of this Settlement Agreement, the City waives its right to pursue liquidated damages against Applegate arising from or related to Applegate's delay in completing the construction of Fire Station No. 19.
 1. If Applegate fails to perform its obligations set forth in Section 2.B. of this Settlement Agreement, the City shall have the right to pursue the full amount of its liquidated damages claim against Applegate based on the City's claim that Applegate was 176 days late in completing construction.

2. Notwithstanding anything to the contrary in this Settlement Agreement, the City expressly does **not** waive, release or discharge as part of this settlement any known or unknown claims arising from or related to the Fire Station No. 19 contract provisions and specifications regarding or relating to the quality of workmanship, maintenance and warranties, and prevailing wage.
- B. As consideration for the City waiving its right to pursue liquidated damages against Applegate arising from or related to Applegate's delay in completing the construction of Fire Station No. 19, Applegate agrees to each of the following.
1. Applegate waives all claims against the City arising from or relating to the construction of Fire Station No. 19, including, but not limited to, any claims for additional compensation.
 2. Applegate shall obtain payment and performance bonds and insurance meeting the Additional Bond/Insurance Requirements. The Additional Bond/Insurance Requirements with which Applegate must comply are attached to this Settlement Agreement as Exhibit A. Exhibit A is incorporated herein by reference.
 - a. Applegate agrees to provide payment and performance bonds and insurance meeting the Additional Bond/Insurance Requirements on or before October 18, 2011.
 - b. Applegate further agrees to reasonably cooperate with any requests by the City regarding Applegate obtaining the bonds and insurance needed for the City to obtain New Markets Tax Credit financing to the extent such requests are consistent with the requirements set forth in Exhibit A.

Section 3. Releases

- A. The City, on behalf of itself, its past and present employees, partners, agents, predecessors, successors, consultants, attorneys, and assigns, hereby releases and forever discharges Applegate, its past and present affiliates, parents, subsidiaries, officers, directors, shareholders, employees, partners, agents, predecessors, successors, assigns, heirs, executors, and administrators, all of whom expressly deny any liability, from any and all claims, demands, damages, actions, or suits, known and unknown, relating to, arising out of, or in any way connected with a delay in completing the construction of Fire Station No. 19.

- B. Applegate, on behalf of itself, its past and present affiliates, parents, subsidiaries, officers, directors, shareholders, employees, partners, agents, predecessors, successors, assigns, heirs, executors, and administrators, hereby releases and forever discharges the City, its past and present employees, partners, agents, predecessors, successors, consultants, attorneys, and assigns, all of whom expressly deny any liability, from any and all claims, demands, damages, actions, or suits, known and unknown, relating to, arising out of, or in any way connected with the construction of Fire Station No. 19.
- C. Section 1542 of the Civil Code of the State of California provides as follows:

“A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor.”

Each of the parties hereby represents that the Civil Code Section 1542 has been read and reviewed with counsel and understood, and that each of the parties hereby waives any and all present and future rights and benefits under Section 1542 to the extent it would permit claims relating to, arising out of, or any way connected to the Fire Station No. 19 project based on facts found to be different from the facts believed to be true at the time this Settlement Agreement was executed by the parties.

Section 4. General Terms.

- A. Each of the parties represents and warrants that it has not assigned or transferred, in whole or in part, any claim, demand, action, or suit which each of the parties may now have or may have had or claim to have against the other party or its past and present employees, partners, agents, predecessors, successors, consultants, attorneys, and assigns, to any person, corporation or other entity in any manner, including without limitation assignment or transfer by subrogation or by operation of law.
- B. The parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of claims. No act taken by either of the parties, either previously or in connection with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims heretofore made or an acknowledgment or admission by either party of any fault or liability whatsoever to the other party.

- C. The parties shall bear their own costs, including attorneys' fees, and any other fees incurred in connection with this Settlement Agreement and the events underlying this Settlement Agreement.
- D. The Parties represent that they have carefully read and understand the terms of this Settlement Agreement. The terms of this Settlement Agreement are voluntarily accepted for the express purpose of making a full and final compromise and settlement of the subject matter addressed herein.
- E. This Settlement Agreement represents the entire agreement and understanding between the parties regarding the subject matter addressed herein and supersedes any and all prior and contemporaneous agreements, representations, and negotiations regarding such subject matter. This Settlement Agreement may be modified or amended only by a written instrument signed by all parties hereto.
- F. This Settlement Agreement shall be governed by the laws of the State of California.
- G. This Settlement Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
- H. Each person executing this Settlement Agreement on behalf of any other person or persons hereby warrants that he or she has full authority to do so.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the date first set forth below.

Exhibit A

Type	Amount	Certificate/Policy Endorsement Requirements
<p>Contractor's Special/All Risk Builder's Risk during Construction including Delayed Opening coverage</p>	<p>100% Insurable Value Replacement Cost Basis (excluding land)</p>	<p>Name NDC New Markets Investments LXV, LLC, Northern California Community Loan Fund NMTC Sub-CDE III, LLC, and Brownfield Revitalization XV, LLC as Mortgagees and Loss Payees. The City of San Jose, their officials, employees, agents and contractors, and the EIC QALICB, Inc. as Additional Named Insured.</p> <p>Add JPMorgan Chase Bank, N.A. with an address of 700 North Pearl Street Floor 07, Dallas, Texas 7521-7424 as an Additional Interest only.</p> <p>Include the following provision: Completed value, non reporting form with no coinsurance requirement, delayed opening and grant the insured permission to occupy prior to completion. Policy is written on a Replacement Cost Basis.</p> <p>Include the following provision: Should any of the above described policies be cancelled before the expiration date thereof, 30 days notice for cancellation and 10 days notice will be delivered in accordance with the policy provisions.</p> <p>Policy shall not contain exclusion for terrorist losses. If such exclusion exists a separate Terrorism policy covering Certified Acts of Terrorism in an amount equal to the full replacement cost or the loan amount, whichever is less.</p>
<p>Contractor's Commercial Excess/Umbrella Liability</p>	<p>\$5,000,000</p>	<p>Name the City of San Jose, their officials, employees, agents and contractors, EIC QALICB, Inc., JPMorgan Chase Bank, N.A., any and all subsidiaries as their interest may appear and its successor and/or assigns, Chase Community Equity, LLC, Chase NMTC SJEIC Investment Fund, LLC, NDC New Markets Investments LXV, LLC, Northern California Community Loan Fund NMTC Sub-CDE III, LLC, and Brownfield Revitalization XV, LLC as Additional Insured.</p> <p>Include the following provision: Should any of the above described policies be cancelled before the</p>

		<p>expiration date thereof, 30 days notice for cancellation and 10 days notice will be delivered in accordance with the policy provisions.</p> <p>Add JPMorgan Chase Bank, N.A. with an address of 700 North Pearl Street Floor 07, Dallas, Texas 7521-7424 as a Certificate Holder.</p>
Contractor's Commercial General Liability	\$1,000,000 per occurrence, combined single limit \$2,000,000 aggregate	<p>Name the City of San Jose, their officials, employees, agents and contractors, EIC QALICB, Inc., JPMorgan Chase Bank, N.A., any and all subsidiaries as their interest may appear and its successor and/or assigns, Chase Community Equity, LLC, Chase NMTC SJEIC Investment Fund, LLC, NDC New Markets Investments LXV, LLC, Northern California Community Loan Fund NMTC Sub-CDE III, LLC, and Brownfield Revitalization XV, LLC as Additional Insured.</p> <p>Include the following provision: Should any of the above described policies be cancelled before the expiration date thereof, 30 days notice for cancellation and 10 days notice will be delivered in accordance with the policy provisions.</p> <p>Add JPMorgan Chase Bank, N.A. with an address of 700 North Pearl Street, Floor 07, Dallas Texas 7521-7424 as a Certificate Holder.</p>

Additional Requirements:
1. For the Investor: Certificate holder as, non-contributing Additional Insured clause shall read as "JPMorgan Chase Bank, N.A., any and all subsidiaries as their interest may appear and its successor and/or assigns." For CDE, clause shall read "[CDE Entity Name] and its successor and/or assigns. Address is to be provided.
2. Certificate must reference the property description or address, full name of insurance company and term of policy.
3. Blanket policies: Certificate must identify the secured property by address and show the sum insured or state replacement value.
4. Certificate must provide for 30 days notice of adverse change, cancellation or non-renewal ("endeavor to" verbiage is not acceptable).
5. Evidence of liability insurance must be presented on an Acord 25 form certificate . Builder's risk and special cause of loss, hazard and property must be on an Acord 27(Personal Property)/28 (Commercial Property) form certificate .
6. Company insuring must be rated not less than "A-" VIII or better by A.M. Best Co., in Best's Rating Guide.
7. Waiver of Subrogation against named Additional Insured.

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| 8. Loan documentation has the right to force place special cause of loss, hazard and property insurance and flood insurance if there is a lapse in coverage. |
| 9. The cancellation provision needs to be added to the liability certificate and the builder's risk certificate needs to be issued on an Acord 27 or 28 form. |
| 10. Also, on the JPMorgan certificate for the builder's risk coverage, a change to the verbiage on page #2 is needed. JPMorgan Chase should not be listed as an additional named insured. They should be an additional interest only. |

In regards to the payment and performance bonds, Applegate shall attach a rider that lists NDC New Markets Investments LXV, LLC, Northern California Community Loan Fund NMTC Sub-CDE III, LLC, Brownfield Revitalization XV, LLC, and the EIC QALICB, Inc. as additional obligees. Per additional requirement #4 above, the surety company must carry an A.M/ Best rating of A-/VIII or better.

Sample forms are attached to this Exhibit for reference.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KEOL

DATE (MM/DD/YYYY)
08/10/11

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, this 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 Alliant Insurance Services Inc CA License - 0C36851 1849 W. Kitchman Ln, 2nd 200 Lodi, CA 95242 David Schnapp	209-333-1156	CUR. ACT NAME: APPLE-2 PROB. #: 24-39
INSURED: Applegate Johnston, Inc. 1018 12th Street Modesto, CA 95354	INSURER A: Old Republic General Insurance INSURER B: Liberty Insurance Underwriters INSURER C: INSURER D: INSURER E:	REVISION NUMBER:

CLASS	TYPE OF INSURANCE	INSURER	POLICY NUMBER	ISSUE DATE	EXPIRES	COVERAGE	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLUMS/MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AUTOMOBILE/BIAC GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PERIOD <input type="checkbox"/> LOSS	X	X	0401/11	04/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Subcontractor) MEDICAL PAY (per person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMMERCIAL AGG Emp Excl.	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNERS/POSS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED/UTICE	X	X	0401/11	04/01/12	ADDED/EXCLUDED LIMIT (Excess/coins) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (Other vehicles) \$ \$	\$ 1,000,000 \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLUMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ 0			04/01/11	04/01/12	EACH OCCURRENCE AGGREGATE \$ \$	\$ 5,000,000 \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL LIABILITY (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins) (Excess/coins)			04/01/11	04/01/12	<input checked="" type="checkbox"/> WORKERS COMP <input type="checkbox"/> EMPLOYERS' LIABILITY E.L. EACH ACCIDENT E.L. DISEASE - EMPLOYERS E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS (WORKER'S COMPENSATION ONLY) (See separate if required)
 Re: San Jose Environmental Innovation Center 1600 Las Plumas Avenue San Jose, CA 95133. The City of San Jose, their officials, employees, agents and contractors, H2O O&M, Inc., D Morgan Chase Bank, N.A. any & all subsidiaries, Brownfield Revitalization XV, LLC, Northern California Community Loan Fund NCFIC Sub-CDE III, LLC, NBC New Markets Investments. SEE NOTES.

CERTIFICATE HOLDER
 SANJ003
 City of San Jose
 Human Resources Risk Mgmt
 2nd Floor Wing
 200 East Santa Clara St.
 San Jose, CA 95113-1905

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (300910)
 JPMorgan Chase Bank, N.A.
 700 North Pearl Street, Floor 07
 Dallas, TX 75201-7424

REVISE
 Should any of the above described policies be cancelled before the expiration date hereof, 30 days notice for cancellation and 10 days notice will be delivered in accordance with the policy provisions.

NOTEPAD:	HOLDER CODE SANJ003	APPLE-2	PAGE 2
	INSURANCE NAME Applegate Johnston, Inc.	OP ID: KSOL	DATE 08/10/11

LXV, LLC and Chase NMTC SJERC Investment Fund, LLC are additional insured per the attached endorsements. Coverage is Primary, GL, Auto and WC Waivers of Subrogation per the attached endorsements.

ADDENDUM ←

San Jose Environmental Innovation Center
1605 Las Plumas Avenue, San Jose, CA 95133
The City of San Jose, their officials, employees,
agents and contractors, ETC GALCES, Inc.,
JPMorgan Chase Bank, N.A., and all
its subsidiaries as their interest may appear and
its successors and/or assigns, Chase Community
Fund, LLC, Chase NMTC SJERC Investment Fund,
LLC, Beaconfield Revitalization IV, LLC, Northern
California Community Loan Fund, NMTC One-CDE III,
LLC, NDC New Markets Investments LXV, LLC are
additional insured. Coverage is Primary, GL, Auto
and WC Waivers of Subrogation per the
endorsements.



EVIDENCE OF PROPERTY INSURANCE

OP D: KSOL

DATE (MM/DD/YYYY)
08/10/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENT Alliant Insurance Services, Inc. CA License - 0C36861 1946 W. Ketterson Ln, Ste 200 Lodi, CA 95242 David Schnapp	PHONE (925) 209-333-1138	COMPANY Harover Insurance P.O. Box 890673 Charlotte, NC 28280-0670
FAX (925) 209-333-1138	E-MAIL ADDRESS david.schnapp@alliantins.com	LOAN NUMBER _____
CODES MARKET: APPLE-2 INSURED Applegate Johnston, Inc. 1016 12th Street Modesto, CA 95354	SIB CODE _____	POLICY NUMBER HPF 8170304
EFFECTIVE DATE 07/01/11		EXPIRATION DATE 07/01/12
CANCELLED UNIT <input type="checkbox"/> CANCELLED IF CHECKED		
THIS REPLACES PRIOR EVIDENCE DATED: _____		

PROPERTY INFORMATION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builder's Risk	11,000,000	10,000

REMARKS (including Special Conditions)

San Jose Environmental Innovation Center 1508 Las Plumas Avenue San Jose, CA 95133. The City of San Jose, their officials, employees, agents and contractors, EIG CALIF, Inc., P. Morgan Chase Bank, N.A. and its subsidiaries, Brownfield Revitalization XV, LLC, Northern California Community Loan Fund NMFC OneCDF II, LLC, and NDC New Markets Investments LXXV, LLC are mortgagees and loss payees. **Additional Insured. Coverage is Primary.**

NOT completed value, not reporting firm with no conswarranty requirement, and about the insured permission to occupy prior to completion.

Policy is written on a replacement cost basis.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. **PLEASE**

ADDITIONAL INTEREST

NAME AND ADDRESS City of San Jose HR / Risk Mgmt, 2nd Floor 200 East Santa Clara St San Jose, CA 95113-1905	X MORTGAGEE X LOSS PAYEE JPMorgan Chase Bank 102 North Pearl Street Dallas, TX 75201-7424	AUTHORIZED REPRESENTATIVE _____	Should any of the above described policies be canceled before the expiration date thereof, 30 days notice for cancellation and 10 days notice will be delivered in accordance with the policy provisions.
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