

Unified Title Company, LLC
101 S. Sawatch Street, Suite 110
Colorado Springs, CO 80903
Phone: **719-578-5900**
Fax:

Transmittal Information

Date: 11/03/2020
File No: 79826UTC
Property Address: 3998 Clear View Loop S., Colorado Springs, CO 80911
Buyer\Borrower: To Be Determined
Seller: Clear View Properties I LLC, a Colorado limited liability company
Dilligaf Leasing, L.L.C., a Colorado limited liability company

For changes and updates please contact your Title officer:

Pam Bird
Unified Title Company, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **pbird@etinv.com**

Customer:
Kenney and Company
2120 Academy Circle Suite A
Colorado Springs, CO 80909
Phone: Fax:
Attn: Steve Kenney
DELIVERED VIA: E-MAIL

Buyer:
To Be Determined

DELIVERED VIA: AGENT

Seller:
Clear View Properties I LLC, a Colorado limited liability company
9720 Arroya Lane
Colorado Springs, CO 80908
DELIVERED VIA: E-MAIL

Dilligaf Leasing, L.L.C., a Colorado limited liability company

DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Thank you for using Unified Title Company, LLC.

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER
DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY
CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**



101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax:

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font, with a registered trademark symbol (®) to its upper right. To the left of the word "stewart" is a stylized graphic consisting of a horizontal line that turns downward into a vertical line, resembling a bracket or a stylized 'S'. Below the word "stewart" is the phrase "title guaranty company" in a smaller, lowercase, sans-serif font.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Countersigned:

A handwritten signature in black ink, appearing to read "Pam Bird", written over a horizontal line.

Authorized Countersignature

Unified Title Company, LLC (Company)
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company***SCHEDULE A**1. Effective Date: **November 26, 2020, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
 Proposed Insured: **To Be Determined**
 Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount:

<i>To Be Determined End</i>	\$	300.00
Total:	\$	300.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Clear View Properties I LLC, a Colorado limited liability company,
(As to Parcel A)

and

Dilligaf Leasing, L.L.C., a Colorado limited liability company
(As to Parcel B)

5. The land referred to in this Commitment is described as follows:

PARCEL A:**Lots 1A, 2A and 4A, Clear View Industrial Park Filing No. 2A, County of El Paso, State of Colorado.****PARCEL B:****Lot 3A, Clear View Industrial Park Filing No. 2A, County of El Paso, State of Colorado.**

For Informational Purposes Only: **3998 Clear View Loop S., Colorado Springs, CO 80911**
APN: 6502002021,6502002022,6502002024 et. al

Countersigned
 Unified Title Company, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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By: Pam Bird

Pam Bird

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, agreements, provisions, conditions, obligations and easements as contained in Easement for communication lines and incidental purposes granted to American Telephone and Telegraph Company by instrument recorded in [Book 1352 at Page 355](#).**
10. **One sixteenth royalty interest in and to any and all oil, gas and other minerals which may be extracted, saved or produced from said property as reserved in Quit Claim Deed recorded November 26, 1971 in [Book 2451 at Page 731](#).**
11. **The effect of inclusion of subject property in the Security Water District, as evidenced by instrument recorded March 4, 1974 in [Book 2659 at Page 315](#).**

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12. The effect of inclusion of subject property in the Security Fire Protection District, as evidenced by instrument recorded November 19, 2004 at [Reception No. 204191633](#).
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Standard Avigation Easement, recorded April 25, 2006 at [Reception No. 206060002](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded July 12, 2007 at [Reception No. 207092639](#).
15. Easements, notes and notices as shown on the subdivision plat recorded September 23, 2008 at [Reception No. 208712868](#).
16. The effect of inclusion of subject property in the Fountain Mutual Metropolitan District, as evidenced by instrument recorded December 2, 2009 at [Reception No. 209138375](#).
17. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 06-249, Approval of Vacation and Replat of Clear View Industrial Park, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded February 20, 2008 at [Reception No. 208019477](#).

FOR INFORMATIONAL PURPOSES ONLY:

As to Parcel A:

Vesting: Quit Claim Deed recorded May 13, 2005 as [Reception No. 205069877](#).

Encumbrances: NONE

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

As to Parcel B:

Vesting: Warranty Deed recorded August 04, 2017 at [Reception No. 217093075](#).

Encumbrances:

Deed of Trust from Dilligaf Leasing, LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso, State of Colorado, for the use of Adams Bank & Trust to secure \$325,000.00, dated August 4, 2017 and recorded August 4, 2017 at [Reception No. 217093076](#). Assignment of Leases and Rents in connection therewith recorded August 4, 2017 at [Reception No. 217093077](#).

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Financing Statement from Dilligaf Leasing, LLC, debtor to Adams Bank & Trust, secured party, recorded August 25, 2017 at [Reception No. 217102457](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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DISCLOSURES

File No.: 79826UTC

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 79826UTC

CO Commitment Disclosure

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Unified Title Company, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in black ink, appearing to read "Steven Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font with a registered trademark symbol (®). To the left of the word is a stylized graphic of a square with an L-shaped line extending from its bottom-left corner. Below the word "stewart" is the text "title guaranty company" in a smaller, lowercase, sans-serif font.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Issued through the Office of:
Unified Title Company, LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax: 719-578-5060

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

Unified Title Company, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

APPROVED *W. C. Parks*
Superintendent of Right of Way H6602U
D-21

\$ 5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Dollar, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its successors and assigns, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, maintain, repair, and remove cable communication systems as the grantees may from time to time require, consisting of underground cables, wire, conductors, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have an interest in, Section One (1), North and East of the irrigation canal, the NE-NE-4, the S-4, NE-SE-4, and East of the irrigation canal, the NE-SE-4 North and East of the irrigation canal, all in Section Two (2), the NE of Section Twelve (12), all in Township Fifteen (15), South, Range Sixty-six (66) East, County of El Paso, and State of Colorado, to be known as the "Right of Way" for the purpose of erecting, maintaining, repairing and removing cable communication systems, and to install gates and siles in any fences crossing said strip. The westerly boundary of said strip shall be a line parallel to and 5 feet west of the first cable laid, which cable shall have its location indicated upon surface markers, set at intervals on the land of the undersigned or on adjacent lands. The undersigned for them and their heirs, assigns, successors and assigns hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to trees and growing crops arising from the construction and maintenance of the aforesaid systems.

Witness my hand and seal this 7th day of April, 1952, at Colorado Springs, Colorado.
Russ McBurney (Seal)
Juliet E. McBurney (Seal)

STATE OF COLORADO
County of El Paso

ss.

The foregoing instrument was acknowledged before me this 30 day of August, 1952, by Russ McBurney and Juliet E. McBurney.

WITNESS my hand and official seal.

My commission expires June 23-1956



RETURN TO:
American Telephone and Telegraph Company
W. C. Parks, Superintendent of Right of Way
324 East Eleventh Street, Kansas City, Missouri

Received at 9:30 a.m. MAR 4 1974
Reception No. 54868 HARRIET BEALS

BOOK 2659 PAGE 315

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF EL PASO AND STATE OF COLORADO

Civil Action No. 32281

Div. No. 2

IN THE MATTER OF THE ORGANIZATION)
OF)
SECURITY WATER DISTRICT)

ORDER OF INCLUSION

THIS MATTER, coming on to be heard this 1st day
of March, 1974, upon the Petition of SECURITY WATER
DISTRICT, acting by and through its Board of Directors, said
Petition being dated February 28, 1974, and praying for an
Order providing for the inclusion of a tract of land within the
boundaries of said District, and the Court having considered said
Petition and being fully advised in the premises,

DOTH FIND: That properly executed Petition was hereto-
fore presented to the Board of Directors of the SECURITY WATER
DISTRICT, praying for the inclusion of the hereinafter described
tract of land within the boundaries of said SECURITY WATER DISTRICT,
and said Petition was executed by the owners of said tract; that
proper notice of the filing of said Petition was given and pub-
lished as provided by law in such cases; that said notice set
forth the filing of said Petition, the name of the Petitioner,
the description of the land contained in the prayer of said
Petition and gave notice to all persons interested to appear at
231 Security Blvd., Security, Colorado, in said District at the
time specified in said notice, to show cause in writing, if any,
why the said Petition should not be granted; that pursuant to
the filing of said Petition and said notice, a regular meeting of
the said Board of Directors was held at the time and place
specified in said notice; that no persons appeared at either of

cut
JRH

said meetings to object to the granting of the prayer of said Petitioner or to show cause why said Petition should not be granted; that said Board of Directors did, at said meeting on February 20, 1974, adopt a resolution and order including the hereinafter described tract, being the tract described in the Petition referred to within the boundaries of the SECURITY WATER DISTRICT and that a duly certified copy of said RESOLUTION AND ORDER has been presented to this Court:

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED as follows:

that the hereinafter described tract of land be, and the same is, hereby incorporated and included in and within the boundaries of said SECURITY WATER DISTRICT, subject to all the rights and liabilities of all the lands heretofore included in said SECURITY WATER DISTRICT: that said tract to be included in said District is described as:

A tract of land in Section 2, T 15 S, R 66 W of the 6th P.M. described as follows:

Commencing at the Northeast corner of said Section 2; thence South along the East line of said Section 2, 30.0 feet; thence N 89° 36' W, parallel to and 30.0 feet South of the North line of said Section 2, 50.0 feet to the westerly right-of-way line of Hancock Expressway and the place of beginning; thence N 89° 36' W, parallel to and 30.0 feet South of the North line of said Section 2, 1271.1 feet to the West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 2; thence S 0° 00' 15" E 1554.42 feet to the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 2; Thence N 89° 45' 30" W 1320.95 feet to the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 2; Thence S 0° 00' 30" E 242.5 feet along the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the northerly line of the Fountain Mutual Irrigation Co. Canal; thence N 72° 16' E, 90.1 feet along said canal; Thence S 88° 40' E, 436.4 feet along said canal; Thence N 74° 22' E, 148.5 feet along said canal; Thence S 60° 32' E, 158.7 feet along said canal; Thence S 56° 30' E, 836.3 feet along said canal; Thence S 47° 20' E, 112.6 feet along said canal; Thence S 28° 10' E, 115.2 feet along said canal; Thence S 15° 26' E, 672.2 feet along said canal; Thence S 19° 33' E, 224.1 feet along said canal; Thence S 33° 06' E, 645.6 feet along said canal; Thence S 20° 35' E, 413.1 feet along said canal;

Thence S 33° 52' E, 63.9 feet along said canal;
 Thence S 52° 51' E, 62.4 feet along said canal to the
 westerly right-of-way line of Hancock Expressway;
 thence N 40° 36' E, along the westerly right-of-way
 line of Hancock Expressway 1458.74 feet;
 Thence North 0° 00' along the westerly right-of-way
 line of Hancock Expressway, this line being parallel
 to and 50 feet West of the East line of said Section
 2, a distance of 2865.9 feet to the place of
 beginning and containing 102.96 acres more or less,
 all of the above-described property located in El
 Paso County, Colorado.

That each and every one of the acts and doings of the
 Board of Directors of said SECURITY WATER DISTRICT in the
 acceptance of the Petition hereinbefore referred to and publishing
 of notice of the filing of said Petition and of the hearing thereon
 and inclusion of the hereinabove described tract of land in the
 said SECURITY WATER DISTRICT are hereby ratified and confirmed.

That nothing herein contained shall impair or affect
 the original organization of the SECURITY WATER DISTRICT except
 for the inclusion of the land hereinbefore described, as
 provided by law.

DONE in Open Court the day and year first above written.

PATRICK M. HINTON
 Judge



RECORDED
 BY HARRIS BEVIL
 DATE 10-11-1933
 TIME 1:15 PM
 STATE OF COLORADO
 COUNTY OF EL PASO

24888

[Handwritten signature/initials]

STANDARD AVIGATION EASEMENT

WHEREAS, Clear View Properties, LLC, herein after call the Grantor, is the owner in fee simple of that certain tract of land situated in El Paso County, Colorado, described as Lot 1, Block 1, Clear View Industrial Park Filing No. 1 recorded in Plat Book N-2, at Page 19, Records of El Paso County, Colorado, hereinafter call Grantor's property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for itself, its successors and assigns, does hereby grant, bargain, sell and convey unto the City of Colorado Springs, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to the City of Colorado Springs Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said Airport; and covenants that no manmade or non-manmade obstructions are allowed to penetrate the 40:1 approach surface of said Airport, such property may not be used in a manner as to result in electromagnetic, light, or any other physical emissions which might interfere with aircraft, avigation, communications or navigational aids, interfere with radio communication between said Airport and aircraft, make it difficult for flyers to distinguish between said Airport's lights and others, result in glare in the eyes of flyers using said Airport, impair visibility in the vicinity of said Airport or otherwise endanger the landing, taking off, or maneuvering of aircraft, and that all exterior lighting plans are to be approved by the Director of Aviation to prevent a hazard to aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Airport shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land.

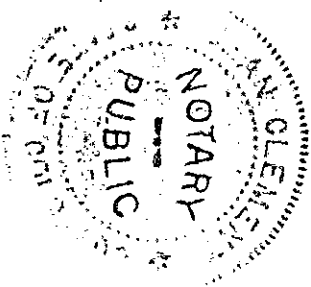
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, this 22nd day of February, 2006 A.D.

By: Kevin J. Ferguson, Manager
Clear View Properties, LLC

State of Colorado)
) ss
County of El Paso)

Subscribed, swore to and acknowledged before me this 20th day of APRIL 2006, by KEVIN J. FERGUSON, Clear View Properties, LLC.

By: Jean Clement
Notary Public
My commission expires 09/27/06



ROBERT C. "BOB" BALINK El Paso County, CO
04/25/2006 02:15:01 PM
Doc \$0.00 Page
Rec \$6.00 1 of 1
206060002

CLEAR VIEW INDUSTRIAL

A VACATION AND REPLAT OF CLEAR VIEW INDUSTRIAL PARK FILING NO. 2, BEING A PORTION OF THE EAST HALF OF SECTION 36, RANGE 66 WEST OF THE 5TH MERIDIAN, COUNTY OF EL PASO, TEXAS.

KNOW ALL MEN BY THESE PRESENTS:

THAT CLEAR VIEW PROPERTIES I, LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

LEGAL DESCRIPTION:

CLEAR VIEW INDUSTRIAL PARK FILING NO. 2, RECORDED UNDER RECEPTION NO. 207712618, RECORDS OF EL PASO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 2.765 ACRES.

DEDICATION:

THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE SURVEYED AND REPLATTED INTO LOTS AND EASEMENTS AS SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT IS DRAWN TO A FIXED SCALE AS INDICATED THEREON AND ACCURATELY SETS FORTH THE BOUNDARIES AND DIMENSIONS OF SAID TRACT, AND WHICH PLAT SO PLATTED SHALL BE KNOWN AS "CLEAR VIEW INDUSTRIAL PARK FILING NO. 2A", EL PASO COUNTY, COLORADO.

OWNER:

THE AFOREMENTIONED, CLEAR VIEW PROPERTIES I, LLC HAS EXECUTED THIS INSTRUMENT THIS 8TH DAY OF September, 2008, A.D.

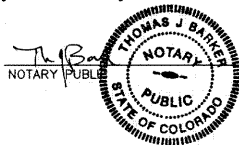
BY: Kevin J. Ferguson AS Manager

STATE OF COLORADO }
COUNTY OF EL PASO } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8TH DAY OF September, 2008, A.D. BY Kevin J. Ferguson AS Manager

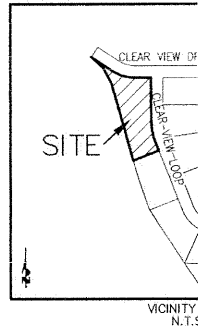
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 10/13/10



GENERAL NOTES:

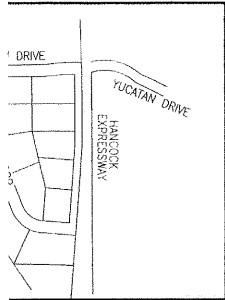
1. THE DATE OF PREPARATION IS DECEMBER 17, 2007.
2. FLOODPLAIN STATEMENT:
THIS SITE, CLEAR VIEW INDUSTRIAL PARK FILING NO. 2A, IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 08041CO763F, EFFECTIVE MARCH 17, 1997.
3. THE APPROVAL OF THIS REPLAT HEREBY VACATES ALL PRIOR PLATS FOR THE AREA DESCRIBED BY THIS REPLAT.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
5. THE ADDRESSES () EXHIBITED ON THIS REPLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
6. ALL PROPERTY WITHIN THIS SUBDIVISION IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED UNDER RECEPTION NO. 208060002, IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO.
7. "NOTICE: THIS PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY AND THE RAMIFICATIONS THEREOF."
8. NO ELECTROMAGNETIC, LIGHT, OR ANY PHYSICAL EMISSION WHICH MIGHT INTERFERE WITH AIRCRAFT, AVIGATION, COMMUNICATIONS OR NAVIGATIONAL AIDS TO BE ALLOWED.
9. WHILE NOT A REQUIREMENT, RESIDENCES CONSTRUCTED IN THIS AREA SHOULD INCLUDE FAA APPROVED SOUND MITIGATION CONSTRUCTION TECHNIQUES TO OBTAIN AT LEAST A 25db REDUCTION IN INTERIOR NOISE.
10. NO MAN-MADE OR NON-MAN-MADE OBSTRUCTIONS SHALL BE ALLOWED TO PENETRATE THE 40:1 APPROACH SURFACE.
11. ALL EXTERIOR LIGHTING PLANS SHALL BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT.
12. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY DEVELOPMENT SERVICES DEPARTMENT: SOILS AND GEOLOGICAL STUDY; TRAFFIC STUDY; DRAINAGE REPORTS.
13. UNLESS SHOWN OTHERWISE, ALL SIDE AND REAR LOT LINES ARE HEREBY REPLATTED WITH A 6.00 FOOT PUBLIC UTILITY AND PUBLIC IMPROVEMENT EASEMENT, WITH THE SOLE RESPONSIBILITY FOR THE MAINTENANCE OF EASEMENTS BEING VESTED WITH THE INDIVIDUAL PROPERTY OWNER.
14. WATER AND WASTEWATER SERVICES FOR THIS SUBDIVISION ARE PROVIDED BY THE SECURITY WATER AND SANITATION DISTRICT SUBJECT TO THE DISTRICTS RULES, REGULATIONS AND SPECIFICATIONS.



15. FIRE PROTECTION IS SUPPLIED BY
16. ELECTRIC AND GAS SERVICE SHALL
17. PRIOR TO THE ESTABLISHMENT OF AN ACCESS PERMIT MUST BE GRANTED BY THE SERVICES DEPARTMENT ENGINEER
18. COLLATERAL SUFFICIENT TO ENSURE THE APPROVED ESTIMATE OF GUARANTEE FINAL PLAT IS RECORDED.
19. ALL PROPERTY OWNERS ARE RESPONSIBLE FOR DRAINAGE IN AND THROUGH THEIR LOTS WILL BE CREATED WITH THE EXCAVATION
20. MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION
21. NO LOT OR INTEREST THEREIN, WHETHER BY DEED OR BY CONTRACT, SHALL BE CONVEYED OR TRANSFERRED UNLESS THE REQUIRED PUBLIC UTILITY AND PARK RECREATION EASEMENTS ARE COMPLETED IN ACCORDANCE WITH THE ALTERNATIVE DISPOSITIONS BETWEEN THE APPLICANT AND EL PASO COUNTY, COLORADO, OR IN THE ALTERNATIVE DISPOSITIONS SUFFICIENT IN THE JUDGMENT OF THE COMPLETION
22. ALL STRUCTURAL FOUNDATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN THE STATE OF TEXAS
23. FOUNTAIN MUTUAL IRRIGATION CO. IS INCLUDED WITHIN A SPECIAL TAXI DISTRICT, CREATED FOR THE PURPOSE OF DRAINAGE AND PARK RECREATION SUBJECT TO A GENERAL OBLIGATION PRODUCED FROM ANNUAL TAX LEASING DISTRICTS. THE BUYER SHOULD BE AWARE OF THE RAMIFICATIONS THEREOF.
24. THE BASIS OF BEARINGS IS A POLAR BEARING DRIVE AS PLATTED IN PLAT BOOK M-2 AT PAGE 53, RECORDED UNDER RECEPTION NO. 207712618, IS ASSUMED TO BE CORRECT.
25. A TWENTY-FIVE FOOT (25') BY TEN FOOT (10') AREA EXISTS FOR ALL CORNER LOTS. A TWENTY-FIVE FOOT (25') BY TEN FOOT (10') AREA EXISTS FOR ALL CORNER LOTS. A TWENTY-FIVE FOOT (25') BY TEN FOOT (10') AREA EXISTS FOR ALL CORNER LOTS.
26. THE 30.00 FOOT ACCESS EASEMENT SHALL BE MAINTAINED BY THE OWNER OR THE OWNER'S AGENT. THE EASEMENT SHALL BE CONVEYED TO THE FUTURE OWNER OF SAID LOT.

AL PARK FILING NO. 2A

VIEW INDUSTRIAL PARK FILING NO. 2,
OF SECTION 2, TOWNSHIP 15 SOUTH,
SIXTH PRINCIPAL MERIDIAN,
STATE OF COLORADO



TY MAP
.T.S.

SURVEYOR'S STATEMENT:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING REPLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

DOUGLAS P. REINOLD, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 404-0000
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

SEPT 09, 2008
DATE

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

COUNTY APPROVAL:

APPROVAL IS GRANTED THIS 11 DAY OF Sept, 2008 A.D.

Don Hing
CHAIR, BOARD OF COUNTY COMMISSIONERS

Mark A. Seltzer
DEVELOPMENT SERVICES DIRECTOR

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF EL PASO) ss

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 10:45 O'CLOCK A.M. THIS 23rd DAY OF SEPTEMBER, 2008, A.D., AND DULY RECORDED UNDER RECEPTION NUMBER 208712868.

RECORDER: ROBERT C. BALINK

BY: *Therese T. Angulo*
DEPUTY

Recording Fee: 20.00

SURCHARGE: 1.00

SCHOOL FEE: 0

BRIDGE FEE: 0

PARK FEE: 0

DRAINAGE FEE: 0

BY THE SECURITY FIRE PROTECTION DISTRICT.

HALL BE PROVIDED BY COLORADO SPRINGS UTILITIES.

OF ANY DRIVEWAY ONTO A COUNTY ROAD,
GRANTED BY THE EL PASO COUNTY DEVELOPMENT
ERING DIVISION.

ASURE THAT THE PUBLIC IMPROVEMENTS AS LISTED IN
GUARANTEED FUNDS SHALL BE PROVIDED WHEN THE

RESPONSIBLE FOR MAINTAINING PROPER STORM WATER
HEIR PROPERTY, THE STORM WATER DETENTION PONDS
(CAVATION OF THE OVERALL SITE.

D IN ACCORDANCE WITH ALL EL PASO COUNTY
ION AND UNITED STATES POSTAL SERVICE REGULATIONS.

I, SHALL BE SOLD, CONVEYED OR TRANSFERRED
TRACT, NOR SHALL BUILDING PERMITS BE ISSUED UNTIL
UBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED AND
ITH THE SUBDIVISION IMPROVEMENTS AGREEMENT
EL PASO COUNTY AS RECORDED AT REC. NO.
FFICE OF CLERK AND RECORDER OF EL PASO COUNTY,
ATIVE, OTHER COLLATERAL IS PROVIDED WHICH IS
OF THE BOARD OF COUNTY COMMISSIONERS, TO MAKE
IN OF SAID IMPROVEMENTS.

3 SHALL BE LOCATED AND DESIGNED BY A
RENTLY LICENSED IN THE STATE OF COLORADO.

COMPANY NOTE: NOTICE: THIS PROPERTY WILL BE
AXING DISTRICT, FOUNTAIN MUTUAL METROPOLITAN
URPOSE OF CONSTRUCTION AND MAINTAINING CERTAIN
ION IMPROVEMENTS. SPECIAL TAXING DISTRICTS ARE
ATION INDEBTEDNESS THAT IS PAID BY REVENUES
LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH
D FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY

PORTION OF THE NORTH RIGHT OF WAY LINE OF
V CLEAR VIEW ESTATES SUBDIVISION NO. 3 RECORDED IN
RECORDS OF EL PASO COUNTY, COLORADO BEING
BY A WHITE PLASTIC CAP MARKED "LS 9694
TO BEAR S71°00'14"W, A DISTANCE OF 1225.22 FEET.

' TWENTY-FIVE FOOT (25') SITE TRIANGLE NO-BUILD
: LOTS. NO OBSTRUCTION GREATER THAN EIGHTEEN
HIS AREA.

MENT ON LOT 3A IS FOR THE BENEFIT OF LOT 4A, TO
: OF LOT 4A. ACCESS RIGHTS TO THIS EASEMENT SHALL
OWNERS OF LOT 4A AT THE TIME OF THE PURCHASE

CLEAR VIEW INDUSTRIAL PARK
FILING NO. 2A
2161.00
DECEMBER 17, 2007
SHEET 1 OF 2

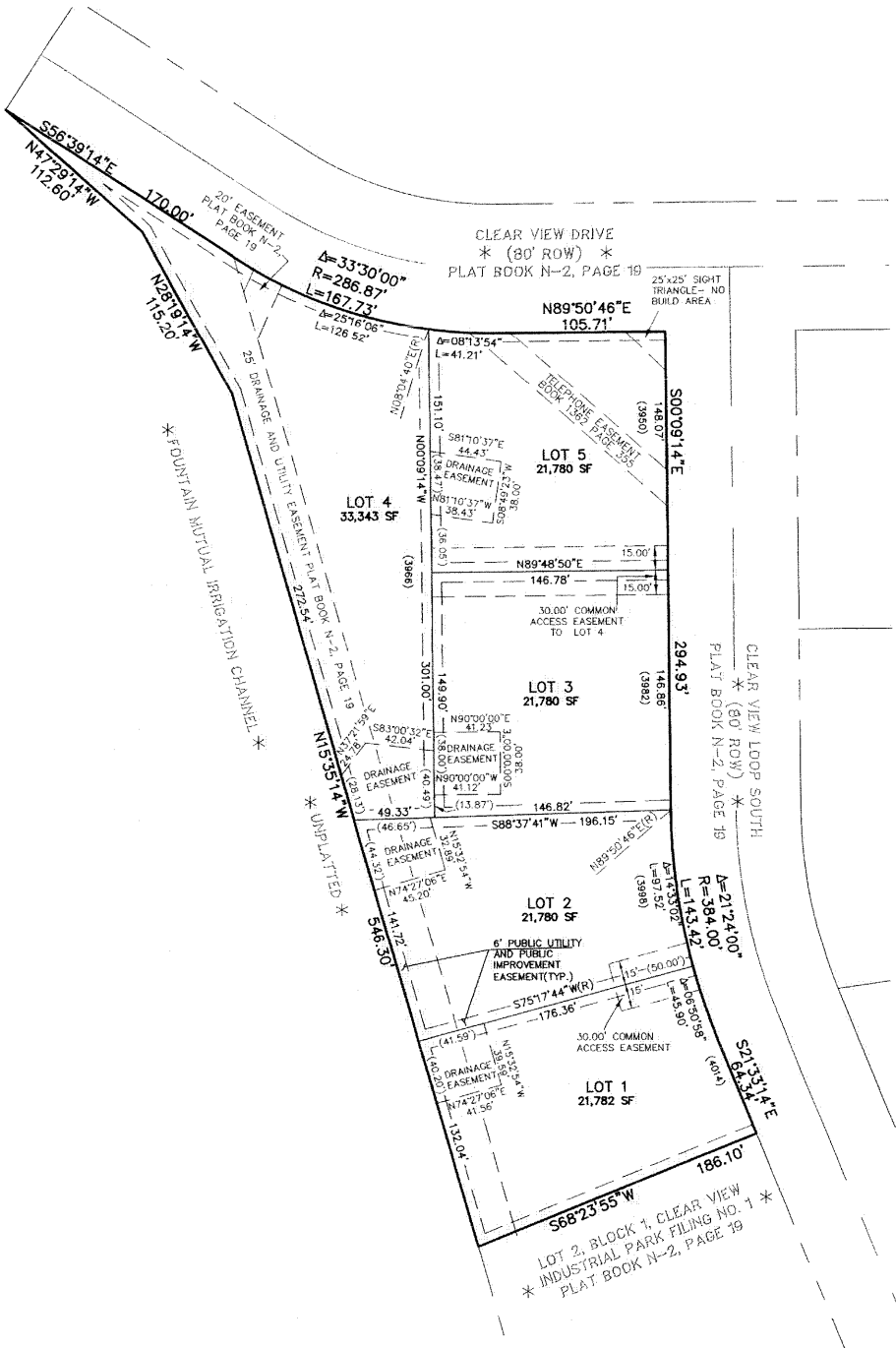


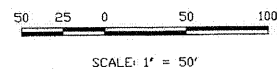
6385 Corporate Drive, Suite 101
Colorado Springs, Colorado 80919

(719) 785-0790
(719) 785-0799 (Fax)

CLEAR VIEW INDUSTRIA

AS PLATTED



[illegible]

(R) RADIAL BEARING

● 1-1/2" ALUMINUM SURVEYORS CAP STAMPED
"COES LLC PLS 30118" RECOVERED

■ 1" YELLOW PLASTIC SURVEYORS CAP STAMPED
"LS 30120" RECOVERED

* NOT PART OF THIS SURVEY

(XXXX) STREET ADDRESS



CLEAR VIEW INDUSTRIAL PARK
FILING NO. 2A
2161.00
DECEMBER 17, 2007
SHEET 2 OF 2



BCCC

RESOLUTION NO. 06-249

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE VACATION AND REPLAT OF CLEAR VIEW INDUSTRIAL PARK
FILING NO. 2 (VR-05-010)-CLEAR VIEW PROPERTIES I, LLC

WHEREAS, Clear View Properties I, LLC, did file an application with the Planning Division of El Paso County for the approval of a Vacation and Replat for certain herein described property in the unincorporated area of El Paso County; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on June 20, 2006, upon which date the Planning Commission did by formal resolution recommend approval of the subject plat with conditions and notations; and

WHEREAS, a public hearing was held by this Board on July 13, 2006; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Division, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested parties were heard at those hearings.
3. The Vacation and Replat of land is in compliance with the recommendations set forth in the master plan for the unincorporated area of the County.
4. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.
5. The proposed Replat of land conforms to the El Paso County Zoning Resolutions.

6. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the Vacation and Replat of Clear View Industrial Park Filing No. 2 Subdivision as submitted by Clear View Properties I, LLC, for the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED the following conditions and notation shall be placed upon this approval:

CONDITIONS:

1. Prior to recording the plat:
 - a. The applicant shall submit the Mylar to Enumeration for addressing.
 - b. Drainage and Bridge fees (Upper Little Johnson Drainage Basin) shall be paid prior to recording of the Final Plat.
 - c. All Deed of Trust holders shall ratify the Plat.
 - d. Colorado Statute requires that at the time of the approval of plat, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, for years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Development Services Department, at time of recording the plat, a certification form the County Treasurer's Office that all prior year's taxes have been paid in full.
 - e. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.

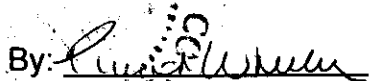
- f. The Subdivision Improvements Agreement, including the Estimate of Guaranteed Funds as approved by the El Paso County Development Services Department, shall be filed at the time of the recording of the Final Plat.
 - g. Collateral sufficient to ensure that the public improvements as listed in the approved Estimate of Guaranteed Funds shall be provided when the Final Plat is recorded.
2. Applicant and all future owners of lots within this filing shall be advised of, and comply with, the conditions, rules, regulations, and specifications set by the Districts.

NOTATION:

1. Failure to record the Plat within one (1) year following Board of County Commissioners' approval will require reconsideration by the Board. Said reconsideration may involve compliance with new criteria, regulations and updated fees.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted.

DONE THIS 13th day of July 2006, at Colorado Springs, Colorado.

ATTEST:
By: 
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Chair

**Resolution No. 06-249
EXHIBIT A**

A tract of land being a replat of Lot 1, Block 1, Clear View Industrial Park Filing No. 1, recorded in Book N-2 at Page 19, records of El Paso County, Colorado.

Containing a calculated area of 2.765 acres.

WARRANTY DEED

DOC FEE:\$38.50

THIS DEED, made this **4th day of August, 2017**, between **Clear View Properties I, LLC**, a Colorado limited liability company of the County of **El Paso** and State of **Colorado**, grantor(s), and **Dilligaf Leasing, L.L.C.**

whose legal address is of the County of **El Paso** and State of **Colorado**, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **THREE HUNDRED EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$385,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, in **Severalty**, all the real property, together with improvements, if any, situate, lying and being in the County of **El Paso** and State of **Colorado**, described as follows:

Lot 3A, Clear View Industrial Park Filing No. 2A, County of El Paso, State of Colorado.

also known by street and number as: **3950 Clear View Loop South, Colorado Springs, CO 80911**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except **general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.**

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Clear View Properties I, LLC,
a Colorado Limited Liability Company


Kevin J. Ferguson, Manager

State of Colorado

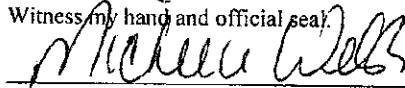
}
} ss.
}

County Of **El Paso**

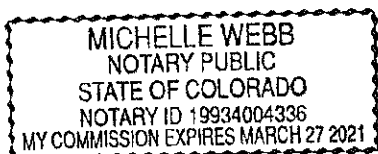
The foregoing instrument was acknowledged before me this **August 4, 2017**, by **Kevin J. Ferguson as Manager of Clear View Properties I, LLC, a Colorado limited liability company.**

My Commission expires:

Witness my hand and official seal.



Notary Public



WARRANTY DEED



File # 48523UTC

RECORDATION REQUESTED BY:

Adams Bank & Trust
Garden of the Gods Branch
1310 Garden of the Gods Road
Colorado Springs, CO 80907

WHEN RECORDED MAIL TO:

Adams Bank & Trust
Garden of the Gods Branch
1310 Garden of the Gods Road
Colorado Springs, CO 80907

SEND TAX NOTICES TO:

DILLIGAF LEASING LLC
3950 CLEAR VIEW LOOP S
COLORADO SPRINGS, CO 80911-1216

FOR RECORDER'S USE ONLY



00000000001692142011508042017

ASSIGNMENT OF RENTS

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Assignment shall not exceed at any one time \$325,000.00 except as allowed under applicable Colorado law.

THIS ASSIGNMENT OF RENTS dated August 4, 2017, is made and executed between DILLIGAF LEASING LLC, a Colorado Limited Liability Company, whose address is 3950 CLEAR VIEW LOOP S, COLORADO SPRINGS, CO 80911-1216 (referred to below as "Grantor") and Adams Bank & Trust, whose address is 1310 Garden of the Gods Road, Colorado Springs, CO 80907 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in EL PASO County, State of Colorado:

Lot 3A, Clear View Industrial Park Filing No. 2A, County of El Paso, State of Colorado

The Property or its address is commonly known as 3950 CLEAR VIEW LOOP S, COLORADO SPRINGS, CO 80911-1216.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures the following described additional indebtedness: All indebtedness now owed or hereafter incurred by all Borrower(s) and / or all Grantor(s).

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to

ASSIGNMENT OF RENTS (Continued)

Loan No: 1692142

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Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Colorado and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be

ASSIGNMENT OF RENTS (Continued)

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payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any instalment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application

ASSIGNMENT OF RENTS (Continued)

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and without notice, notice being expressly waived.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for

ASSIGNMENT OF RENTS (Continued)

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purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means DILLIGAF LEASING LLC, ONE STOP TRUCK SHOP INC and ROBERT C. BULLARD.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means DILLIGAF LEASING LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Adams Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated August 4, 2017, in the original principal amount of \$325,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present

ASSIGNMENT OF RENTS
(Continued)

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and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON AUGUST 4, 2017.

GRANTOR:

DILLIGAF LEASING LLC

By: [Signature]
ROBERT C. BULLARD, Member of DILLIGAF LEASING LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF El Paso) SS

On this 4th day of August, 20 17, before me, the undersigned Notary Public, personally appeared ROBERT C. BULLARD, Member of DILLIGAF LEASING LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] Residing at _____
Notary Public in and for the State of _____ My commission expires _____

Received at 11:25 a'clock M. NOV 26 1971

BOOK 2451 PAGE 731

Receipts No. 845682

HARRIET BEALS

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS That THE COLORADO SPRINGS LAND HOLDING COMPANY, a Colorado Corporation, for the consideration of Ten Dollars and other good and valuable consideration, hereby sells and quit claims to WIDEFIELD HOMES, INC., the following real property and mineral interests situate in the County of El Paso and State of Colorado, to-wit:

All oil, gas and other minerals and mineral rights now owned by The Colorado Springs Land Holding Company, and all rights of ingress and egress for the purpose of exploring for, extracting and removing the same, in and under and that may be produced from that portion of Section 2, Township 15 South, Range 66 West of the 6th P.M. described as follows:

A tract of land in the East 1/2 of Section 2, T 15 S, R 66 W of the 6th P.M. Situate in El Paso County, Colorado and described as follows: Commencing at the East 1/4 corner of said Section 2, Thence Westerly for 50.00 feet to the point of beginning of a tract of land to be described hereby: Thence (1) North and Parallel to the East line of said Section 2 Also being the Westerly R/W line of Hancock Expressway as described in a Deed recorded in Book 2005 at Page 753 in said County Records for 554.84 feet; (2) West for 841.08 feet; (3) on a curve to the right said curve having a radius of 116.29 feet, a central angle of 33° 30' for an Arc Distance of 67.99 feet; (4) N 56° 30' W for 170.00 feet; (5) S 33° 30' W for 80.00 feet to intersect the Easterly R/W line of Canal No. 2 as it presently exists (6) The next 8 courses are on the Easterly R/W line of said Canal No. 2, S 47° 20' E for 112.60 feet; (7) S 28° 10' E for 115.20 feet; (8) S 15° 26' E for 672.20 feet; (9) S 19° 33' E for 224.10 feet; (10) S 33° 06' E for 645.60 feet; (11) S 20° 35' E for 413.10 feet; (12) S 33° 52' E for 63.90 feet; (13) S 52° 51' E for 62.40 feet to intersect the Westerly R/W line of said Hancock Expressway; (14) N 4° 36' E on Westerly R/W line of said Hancock Expressway for 1458.74 feet to the point of beginning, containing approximately 26.83 acres more or less.

Except that part thereof lying within the land conveyed to Eagle Picher Industries, Inc. by deed recorded September 24, 1968, in Book 2255 at Page 369, records of El Paso County, Colorado.

with all its appurtenances.

Reserving, however, to The Colorado Springs Land Holding Company a 1/16 royalty interest in and to any and all oil, gas and other minerals which may be extracted, saved or produced from said real property above described.

Executed this 16 day of November, 1971.

THE COLORADO SPRINGS LAND HOLDING COMPANY

By

JOHN S. McKEITHEN
PRESIDENT

STATE OF NEW YORK)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 16 day of November, 1971 by JOHN S. McKEITHEN as President of The Colorado Springs Land Holding Company, a Colorado Corporation.

My commission expires: March 30, 1972



Notary Public

HARRIET A. ROBBINS
NOTARY PUBLIC, State of New York
No. 03-0001293
Qualified in El Paso County
Cert. filed in New York County
Commission Expires March 30, 1972

STATE DOCUMENTARY FEE

NOV 29 1971

2.00



204191633

El Paso County, Colorado District Court Court address: 20 East Vermijo Ave, Colorado Springs, CO 80903-2209 Mail: P.O. Box 2980, Colorado Springs, CO 80903-2980 Phone number: (719) 448-7650		
In re the Matter of the Organization of: SECURITY FIRE PROTECTION DISTRICT		
Attorney or Party without Attorney (Name and Address): JOHN G. OTTO 305 Main Street, Suite B Colorado Springs, CO 80911 Phone Number: (719) 390-7811 FAX Number: (719) 391-0802 Email: Atty Reg #:6512		COURT USE ONLY Case Number: 1956 CV 34352 Division 3 Courtroom
ORDER FOR INCLUSION (CLEARVIEW #2)		

THIS MATTER comes before the Court this 15 day of November 2004, upon the Petition of **SECURITY FIRE PROTECTION DISTRICT**, acting by and through its Board of Directors, said Petition being dated November 9, 2004, and praying for an Order providing for the inclusion of certain land within the boundaries of said District, and the Court having considered said Petition and being fully advised in the premises,

DOTH FIND: A properly executed Petition has been heretofore presented to the Board of Directors of **SECURITY FIRE PROTECTION DISTRICT** praying for the inclusion of the hereinafter described land within the boundaries of said **SECURITY FIRE PROTECTION DISTRICT**; that said Petition was signed by owners of real property within the proposed area to be included and has been acknowledged by it/them in the same manner that conveyances of land are required to be acknowledged; that proper notice of the filing of said Petition was given and published as provided by law in such cases. That a full and complete hearing on said Petition was had at the time and place aforesaid and that said Board of Directors did then and there adopt a resolution and Order including the hereinafter described land, being the land described in the Petition referred to, within the boundaries of said **SECURITY FIRE PROTECTION DISTRICT**.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

That the hereinafter described land be, and the same is hereby incorporated and included in and within the boundaries and jurisdiction of said **SECURITY FIRE PROTECTION DISTRICT**, and is hereby made a part of said **SECURITY FIRE PROTECTION DISTRICT**, subject to all the rights and liabilities of all the lands heretofore included in said District, including those conditions as imposed by the Board of Directors as more fully set forth in the Board's Resolution and Petition; that said land to be included in said District is described as:

Lot 8, Block 2, Replat of Lots 1, 3, 4, and 5, Block 2, Clear View Industrial Park Filing No. 1, El Paso County, Colorado according to the plat thereof recorded in Plat Book P-2 at Page 10.

Commonly known and numbered: 4080 Clear View Frontage Loop, Colorado Springs, CO 80911.

Lot 1, Block 1, Clear View Industrial Park Filing No. 1, El Paso County, Colorado.

Commonly known and numbered: 3950 Clearview Loop, Colorado Springs, CO 80911

That each and every act and doing of the Board of Directors of said **SECURITY FIRE PROTECTION DISTRICT** in the acceptance of the Petition hereinbefore referred to and after publishing of Notice of filing of said Petition, and of the hearing hereon and inclusion of the hereinabove described land in said **SECURITY FIRE PROTECTION DISTRICT**, is hereby ratified and confirmed.

That nothing herein contained shall impair or affect the original organization of said **SECURITY FIRE PROTECTION DISTRICT** except for the inclusion of the land hereinbefore described as provided by law.

That Petitioners are ordered to abide by the Board's Resolution. Commencing forthwith, the lands are subject to the same assessments, fees, taxes, and tolls charged as applicable to all other taxpayers of the District, as though originally included within the District.

DONE IN OPEN COURT the day and year first above written.

BY THE COURT:

THOMAS K KANE
JUDGE

District Judge

State of Colorado, County of El Paso
Certified to be a true, and correct
copy of the original in my custody.

NOV 15 2004

LEE V. COLE, JR. TE
CLERK OF THE DISTRICT COUNTY COURT
By  Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Clear View Properties I, LLC, hereinafter called the "Subdivider," and the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Clear View Industrial Park Filing No. 2 subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.) and Section 49.4 B. of the El Paso County Subdivision Regulations incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on "Exhibit A": attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of _____
* (insert one of the following).

1. Plat restriction
 - a. On plat
 - b. Separate agreement
2. Irrevocable letter of credit
3. Performance or property bond
4. Escrow agreements
5. Assignment of receivables
6. Deposits of certified funds
7. Liens on property

ROBERT C. "BOB" BALINK El Paso County, CO
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NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those public improvements as set forth on "Exhibit A" attached hereto.
2. The Subdivider agrees that all of those certain public improvements to be completed as identified on "Exhibit A" shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
3. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide security and collateral from the date of final plat approval until

completion of the project in accordance with Chapter 5 of the County's Engineering Criteria Manual, in the form of (insert one of the following):

- a. A plat restriction appearing on the face of the plat which reads as follows:
 - b. A plat restriction by separate agreement which reads as follows:
 - c. An irrevocable letter of credit from First Community Bank in the amount of \$ 60,542.50.
 - d. A performance or property bond issued by _____ as corporate surety in the amount of \$ _____.
 - e. A cash escrow in the amount of \$ _____ to be held by _____, (an escrow agent) or a plat escrow.
 - f. Assignments of receivables in the form of _____.
 - g. Deposits of certified funds.
 - h. A lien(s) on the following property: _____.
4. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
5. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
6. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the

Engineering Criteria Manual and the Land Development Code with respect to these inspection, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.

7. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
8. The County agrees to approval of the final plat of "Clear View Industrial Park, Filing No. 2", subject to the terms and conditions of this Agreement.
9. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
10. This Agreement shall take effect on the day and year below written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

COUNTY OF EL PASO, STATE OF COLORADO

By: *Don Hay*
Chair, Board of County Commissioners of El Paso County

7/13/06
(Date Final Plat Approved)

ATTEST: 

R. B. Wheeler
Deputy County Clerk

Kevin J. Ferguson
Subdivider

By: _____
Representative (if applicable)

Subscribed, sworn to and acknowledged before me this 9th day of July, 2007, by the parties above named.

My commission expires: 8/25/09



Amy B. Grier
Notary Public

SUBDIVIDER OR DEVELOPER: CLEAR VIEW PROPERTIES, LLC.

VR-05010

SUBDIVISION NAME: Clear View Industrial Park Filing No. 2

FILING NO. 1

ITEM	UNITS	UNIT COST	QTY	ESTIMATED COST
EROSION MAT	SY	\$ 2.00	1,285	\$ 2,570.00
SEEDING	AC	\$ 600.00	2.43	\$ 1,458.00
CLEARING, GRUBBING, AND STRIPPING	AC	\$ 200.00	2.43	\$ 486.00
CULVERTS (18" storm) w/ Fittings and FES//.Rip-rap	LF	\$ 45.00	375	\$ 16,875.00
CULVERTS (24" storm) w/ Fittings and FES/ Rip-rap	LF	\$ 55.00	85	\$ 4,675.00
HAY BALES	EA	\$ 25.00	12	\$ 300.00
VEHICLE TRACKING CONTROL	EA	\$ 750.00	1	\$ 750.00
SILT FENCE	LF	\$ 2.00	960	\$ 1,920.00
FILL MATERIAL (EARTHWORKS)	CY	\$ 3.00	4,800	\$ 14,400.00
STORMWATER QUALITY FEATURES/PONDS	EA	\$ 1,000.00	5	\$ 5,000.00
SUB TOTAL				\$ 48,434.00
25% CONTIGENCY				\$ 60,542.50

TOTAL FOR FILING NO. 2	\$ 60,542.50
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Estimate Prepared by: Paul M. Carroll
Classic Consulting Engineers & Surveyors, LLC

Date: 4-26-06

Approved by Petitioner: Kevin J. Longman

Date: 4-28-06




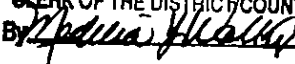
Approved by: Paul Druley for County Engineer

Date: 5-4-06

RECEIVED

MAY 01 2006

EPC DEVELOPMENT SERVICES

	<p>So Ordered</p>	<p>The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.</p>	
<p>District Court, El Paso County, State of Colorado 270 South Tejon Colorado Springs, CO 80903</p>			<p>Timothy J. Simmons District Court Judge Date of Order attached</p>
<p>IN THE MATTER OF THE ORGANIZATION OF THE FOUNTAIN MUTUAL METROPOLITAN DISTRICT</p>			<p>▲ COURT USE ONLY ▲</p>
	<p>State of Colorado, County of El Paso Certified to be a true, and correct copy of the original in my custody.</p> <p>DEC 01 2009</p> <p>M. V. PERRY CLERK OF THE DISTRICT/COUNTY COURT By  Deputy</p>		<p>Case Number: 99CV2295</p> <p>Div.: 13 Ctrm:</p>
<p>COURT ORDER FOR INCLUSION (CLEARVIEW PARCEL)</p>			

THIS MATTER coming on to be heard this _____ day of November 2009 upon the petition of the Fountain Mutual Metropolitan District, acting by and through its Board of Directors, and praying for an Order for the inclusion of certain real property within the boundaries of the District, and the Court having considered said petition and being fully advised in the premises;

DOTH FIND:

That the properly executed Petition was heretofore presented to the Board of Directors of Fountain Mutual Metropolitan District praying for the inclusion of the hereinafter described land within the boundaries of said District;

That the Petition was signed by the owner of said land agreeing to the inclusion of said land within the District;

That proper notice of the filing of said petition was given and published as provided by law in such cases;

That said notice set forth the filing of the Petition, the names of the Petitioner, the description of the land to be included, and gave notice to all interested parties to appear at the regularly scheduled Board meeting to be held Thursday, November 13, 2008 to show cause in writing, if any, why said Petition should not be granted;

That pursuant to the filing of said Petition and said Notice, the regular meeting of the Board of Directors was continued and held on November 12, 2009 and no person appeared to object to

ROBERT C. "BOB" BALINK El Paso County, CO
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said Petition or to show cause why said Petition should not be granted;

That said Board of Directors did at said meeting adopt an Order including the hereinafter described property within the boundaries of said District and that a copy of said Order has been presented to this Court.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT THE REAL PROPERTY DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION, INCORPORATED HEREIN, is hereby incorporated and included in the Fountain Mutual Metropolitan District and made a part of said District subject to all the rights and liabilities of lands heretofore included in said District;

That each and every of the acts and doings of the Board of Directors of said Fountain Mutual Metropolitan District and the acceptance of the District's Petition hereinbefore referred to and publishing of notice of filing of said Petition and of hearing thereon and the inclusion of the above described land in said District are hereby ratified and confirmed;

That nothing herein contained shall impair or affect the original organization of said Fountain Mutual Metropolitan District, except for the inclusion of the land hereinabove described as provided by law.

DONE IN OPEN COURT THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY THE COURT:

TIMOTHY SIMMONS, DISTRICT COURT JUDGE

LEGAL DESCRIPTION

Clearview Industrial Park Filing 2A as platted under reception number 207712618, El Paso County, Colorado and containing 2.765 acres.

This document constitutes a ruling of the court and should be treated as such

Court: CO El Paso County District Court 4th JD

Judge: Timothy James Simmons

File & Serve

Transaction ID: 28032013

Current Date: Dec 01, 2009

Case Number: 1999CV2295

Case Name: In the matter of: FOUNTAIN MUTUAL METROPOLITAN DISTRICT

/s/ Judge Timothy James Simmons

Colorado Springs CO 80906
800 Southpointe Court, Suite 210
Lake Avenue, Colorado Springs
Attorney at Law
P. M. Simmons

Please return to:
EDWARD M. SHIELDS, P.C.
ATTORNEY AT LAW
10 BOULDER CRESCENT, SUITE 200
COLORADO SPRINGS, CO 80903

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made this 1st day of February, 2005 between Logan Properties, LLC, a Colorado limited liability company ("Grantor") and Clear View Properties I, LLC, a Colorado limited liability company, 9720 Arroya Lane, Colorado Springs, Colorado 80908 ("Grantee").

Witnesseth, that the Grantor for good and valuable consideration, the receipt of which is hereby acknowledged, has released, sold, conveyed, and quit-claimed and by these presents does release, sell, convey, and quit-claim to the Grantee, Clear View Properties I, LLC, its heirs and assigns forever, all the right, title, and interest which Grantor has in and to the following described real property in the County of El Paso and State of Colorado, to-wit:

LOT 1, BLOCK 1, CLEAR VIEW INDUSTRIAL PARK FILING NO. 1, EL PASO COUNTY, COLORADO

also known as 3950 Clearview Loop, Colorado Springs, Colorado 80911

Subject to real property taxes for 2005 and subsequent years; and subject to encumbrances, covenants, rights-of-way, easements, restrictions, and conditions of record.

IN WITNESS WHEREOF, the Grantor has executed this Quit-Claim Deed this 1st day of February, 2005:

ROBERT C. "BOB" BALINK El Paso County, CO
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LOGAN PROPERTIES, LLC

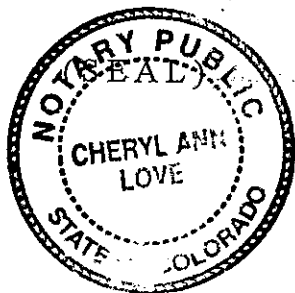
By: Kevin J. Ferguson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 1st day of February, 2005, by Kevin J. Ferguson, Manager of Logan Properties, LLC, Grantor.

Witness my hand and official seal.

My commission expires: July 31, 2008



Cheryl Ann Love
NOTARY PUBLIC

No Doc Fee - Family Transfer

RECORDATION REQUESTED BY:

Adams Bank & Trust
Garden of the Gods Branch
1310 Garden of the Gods Road
Colorado Springs, CO 80907

WHEN RECORDED MAIL TO:

Adams Bank & Trust
Garden of the Gods Branch
1310 Garden of the Gods Road
Colorado Springs, CO 80907

SEND TAX NOTICES TO:

DILLIGAF LEASING LLC
3950 CLEAR VIEW LOOP S
COLORADO SPRINGS, CO 80911-1216

FOR RECORDER'S USE ONLY



000000000001692142034008042017

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$325,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated August 4, 2017, among DILLIGAF LEASING LLC, a Colorado Limited Liability Company, whose address is 3950 CLEAR VIEW LOOP S, COLORADO SPRINGS, CO 80911-1216 ("Grantor"); Adams Bank & Trust, whose address is Garden of the Gods Branch, 1310 Garden of the Gods Road, Colorado Springs, CO 80907 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of EL PASO County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in EL PASO County, State of Colorado:

Lot 3A, Clear View Industrial Park Filing No. 2A, County of El Paso, State of Colorado

The Real Property or its address is commonly known as 3950 CLEAR VIEW LOOP S, COLORADO SPRINGS, CO 80911-1216.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures the following described additional indebtedness: All indebtedness now owed or hereafter incurred by all Borrower(s) and / or all Grantor(s).

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach



485234TC

DEED OF TRUST (Continued)

Loan No: 1692142

Page 2

or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor.

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or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures,

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and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CROSS-COLLATERALIZATION. This Security Document (whether UCC, Security Agreement, or Deed of Trust) is intended to secure all existing indebtedness and all future indebtedness hereafter acquired, by any and all borrowers and any and all grantors.

FUTURE ADVANCES. Specifically, without limitation, the Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by

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federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Adams Bank & Trust, and its successors and assigns.

Borrower. The word "Borrower" means DILLIGAF LEASING LLC, ONE STOP TRUCK SHOP INC and ROBERT C. BULLARD and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means DILLIGAF LEASING LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Adams Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated August 4, 2017, in the original principal amount of \$325,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts,

and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of EL PASO County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

DILLIGAF LEASING LLC

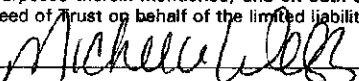
By: 
ROBERT C. BULLARD, Member of DILLIGAF LEASING LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF El Paso

On this 4th day of August, 2017, before me, the undersigned Notary Public, personally appeared **ROBERT C. BULLARD, Member of DILLIGAF LEASING LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By 

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LaserPro, Ver. 17.1.10.015 Copr. D+H USA Corporation 1997, 2017. All Rights Reserved. - CO c:\PW\CFIL\PL\G01.FC
TR-57533 PR-30

MICHELLE WEBB

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 19934004336

MY COMMISSION EXPIRES MARCH 27 2021

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> ADAMS BANK & TRUST CENTRAL LOAN SUPPORT BOX 720 OGALLALA, NE 69153 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME DILLIGAF LEASING LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3950 CLEAR VIEW LOOP S	CITY COLORADO SPRINGS	STATE CO	POSTAL CODE 80911-1216	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME ONE STOP TRUCK SHOP INC				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 3950 CLEAR VIEW LOOP S	CITY COLORADO SPRINGS	STATE CO	POSTAL CODE 80911-1216	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Adams Bank & Trust				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1310 Garden of the Gods Road	CITY Colorado Springs	STATE CO	POSTAL CODE 80907	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmuting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

DILLIGAF LEASING LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

BULLARD

INDIVIDUAL'S FIRST PERSONAL NAME

ROBERT

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

C.

SUFFIX

10c. MAILING ADDRESS

3674 W CRESTA LOMA CIR

CITY

COLORADO SPRINGS

STATE

CO

POSTAL CODE

80911-1313

COUNTRY

USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**LOT 3A, CLEAR VIEW INDUSTRIAL PARK FILING No. 2A,
COUNTY OF EL PASO, STATE OF COLORADO**

17. MISCELLANEOUS: