

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

Transmittal Information

Date: 04/28/2021
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:



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.

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 amendments 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.aita.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: **April 23, 2021, 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:

To Be Determined End	\$	300.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
<hr/>		
Total:	\$	400.00

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

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Unified Title Company, LLC

By: *Pam Bird*

Pam Bird

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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](#).**

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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

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.

- 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.

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.**

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.



101 S. Sawatch 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.

APPROVED *Handwritten Signature*
Superintendent of Right of Way

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY...
I, *Handwritten Name*, of the County of *Handwritten County* and State of Colorado, do hereby certify that the above described right of way...
Witness my hand and seal of office this *Handwritten Day* day of *Handwritten Month*, 19*Handwritten Year*.

Witness *Handwritten Signature* (Seal)
Handwritten Signature (Seal)
Handwritten Signature (Seal)
Handwritten Signature (Seal)

STATE OF COLORADO
County of El Paso

The foregoing instrument was acknowledged before me this *Handwritten Day* day of *Handwritten Month*, 19*Handwritten Year*, by *Handwritten Names* and *Handwritten Name*.

WITNESS my hand and official seal.

Handwritten Signature
Notary Public

My commission expires *Handwritten Date* June 23-19*Handwritten Year*



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

NOV 6 1952

Handwritten Notes

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 NE¼NE¼ of said Section 2; thence S 0° 00' 15" E 1954.42 feet to the Southwest corner of the NE¼NE¼ of said Section 2; thence N 89° 45' 30" W 1320.95 feet to the Northwest corner of the SW¼NE¼ of said Section 2; thence S 0° 00' 30" E 242.5 feet along the West line of said SW¼NE¼ 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 26° 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;

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



AL PARK FILING NO. 2A

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



SURVEYOR'S STATEMENT:

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING REPORT 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.

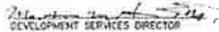

DOUGLAS P. HERING, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 10190
FIRM AND ORIGIN: CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC
DATE: SEP 19, 2008

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:

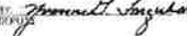
APPROVAL IS GRANTED THIS 11 DAY OF Sept, 2008 A.D.


CHAIR, BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT SERVICES DIRECTOR

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF EL PASO) 09

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 11:00 AM ON THIS 22 DAY OF SEPTEMBER, 2008, AND ONLY RECORDED UNDER RECEIPTION NUMBER 200812208

RECORDER: ROBERT C. BALING
BY: 

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,

ALL BE PROVIDED BY COLORADO SPRINGS UTILITIES.

OF ANY DRIVEWAY ONTO A COUNTY ROAD,
MAINTAINED BY THE EL PASO COUNTY DEVELOPMENT
SERVICES DIVISION.

ASSURE THAT THE PUBLIC IMPROVEMENTS AS LISTED IN
UNARRANTED FUNDS SHALL BE PROVIDED WHEN THE

RESPONSIBLE FOR MAINTAINING PROPER STORM WATER
EXIT PROPERLY THE STORM WATER DETENTION PONDS
MAINTENANCE OF THE OVERALL SITE.

IN ACCORDANCE WITH ALL EL PASO COUNTY
AND UNITED STATES POSTAL SERVICE REGULATIONS,

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

SHALL BE LOCATED AND DESCRIBED BY A
ENTIRELY LICENSED IN THE STATE OF COLORADO.

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

SECTION OF THE NORTH RIGHT OF WAY LINE OF
CLEAR VIEW ESTATES SUBDIVISION NO. 3 RECORDED IN
RECORDS OF EL PASO COUNTY, COLORADO BEING
Y A WHITE PLASTIC CAP MARKED "LS 9894
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
IS AREA.

EASEMENT 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.

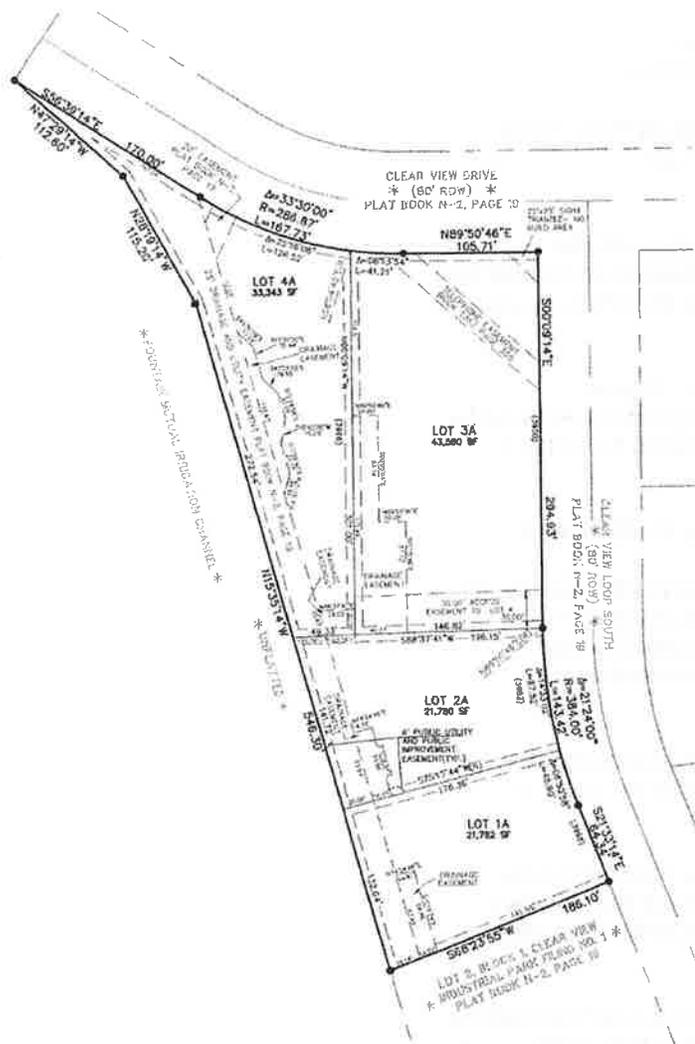
CLEAR VIEW INDUSTRIAL PARK
FILING NO. 2A
2161.00
DECEMBER 17, 2007
SHEET 1 OF 2.



6505 Cascade Drive, Suite 101
Colorado Springs, Colorado 80915 (761)755-5700 (Fax) (761)755-5700

AL PARK FILING NO. 2A

AS REPLATTED



- LEGEND**
- (R) RADIAL CLEARING
 - 1-1/2" ALUMINUM SURVEYING CAP STAMPED "CLASSIC LLC PLUS 20" WITH NUMBER
 - 1" YELLOW PLASTIC SURVEYING CAP STAMPED AS SPECIFIED
 - ✱ NOT PART OF THIS SURVEY
 - (XXXX) STREET ADDRESS



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



CLASSIC CONSULTING ENGINEERS & SURVEYORS
 6303 Corporate Drive, Suite 101
 Colorado Springs, Colorado 80903
 (719) 593-0200
 (719) 593-0200 Fax

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.

**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.

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

Page 3

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 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)

Loan No: 1692142

Page 5

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

Received Nov 26 1971
Notation No. 815682

BOOK 2451 PAGE 731

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 1/4 line of Hancock Expressway as described in a deed recorded in Book 2009 at Page 753 in said County Records for 594.34 feet; (2) West for 241.04 feet; (3) on a curve to the right said curve having a radius of 116.29 feet, a central angle of 32° 30' for an Arc Distance of 67.92 feet; (4) N 55° 30' W for 170.00 feet; (5) S 33° 50' W for 80.00 feet to intersect the Easterly 1/4 line of Canal No. 2 as it presently exists (6) The next 5 courses are on the Easterly 1/4 line of said Canal No. 2, S 47° 20' E for 112.60 feet; (7) S 25° 10' E for 115.20 feet; (8) S 15° 20' E for 672.20 feet; (9) S 19° 35' 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 635.00 feet; (13) S 52° 31' E for 52.40 feet to intersect the Westerly 1/4 line of said Hancock Expressway; (14) S 4° 36' E on Westerly 1/4 line of said Hancock Expressway for 105.74 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, 1963, in Book 2255 at Page 269, 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.

Witnessed this 21 day of November, 1971.

THE COLORADO SPRINGS LAND HOLDING COMPANY

By [Signature]



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. McNEIL as President of The Colorado Springs Land Holding Company, a Colorado Corporation.



[Signature]
Notary Public

HARVEY A. JOHNSON
NOTARY PUBLIC, State of New York
No. 20,000,113
Qualified in El Paso County
Com. Expirs in State of New York County
Commission Expires March 30, 1972

STATE DISCRETIONARY FEE
NOV 29 1971
\$ 2.00

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.
CLERK OF THE DISTRICT COUNTY COURT
By *[Signature]* Deputy

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
- 

VR-05010

SUBDIVIDER OR DEVELOPER: CLEAR VIEW PROPERTIES, LLC.

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
-------------------------------	---------------------

Estimate Prepared by: Paul M. Carroll
Classic Consulting Engineers & Surveyors, LLC

Date: 4-26-06

Approved by Petitioner: Kevin J. Ferguson

Date: 4-28-06

Approved by: Paul Diney County Engineer

Date: 5-4-06

RECEIVED

MAY 01 2006

EPC DEVELOPMENT SERVICES

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

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 80908
280 Southpointe Court, Suite 210
Lake Avenue Center
Attorney at Law
P. O. Box 10000

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



000000000001892142034008042017

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 tenantable 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



4852347C

**DEED OF TRUST
(Continued)**

Loan No: 1692142

Page 3

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 such 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,

**DEED OF TRUST
(Continued)**

Loan No: 1692142

Page 5

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 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

**DEED OF TRUST
(Continued)**

Loan No: 1692142

Page 7

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

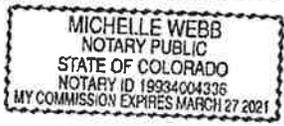
By: [Signature]
ROBERT C. BULLARD, Member of DILLIGAF LEASING LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF El Paso)
)

On this 9th 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 [Signature] Residing at _____
Notary Public in and for the State of _____ My commission expires _____



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 the 1a 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) SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3674 W CRESTA LOMA CIR COLORADO SPRINGS CO 80911-1213 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:

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.


Chairman of the Board




President

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