

CONDITIONAL USE PERMIT

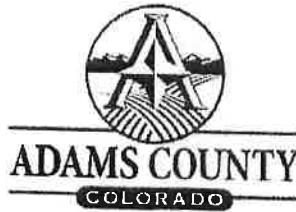
Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (see pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Proof of Ownership (warranty deed or title policy)
- 6. Proof of Water and Sewer Services
- 7. Proof of Utilities (e.g. electric, gas)
- 8. Legal Description
- 9. Certificate of Taxes Paid
- 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
- 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms

- 1. Traffic Impact Study
- 2. Neighborhood Meeting Summary
- 3. Solid waste transfer station*
- 4. Solid waste composting facility*
- 5. Scrap tire recycling facility*
- 6. Inert fill*



DEVELOPMENT APPLICATION FORM

Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: conversion of Unser Karting and Events signs for off-premise advertising

APPLICANT

Name(s): StreetMediaGroup, LLC Phone #: 970-658-9070
Address: 161 Saturn Drive, Suite 5A
City, State, Zip: Fort Collins, Colorado 80525
2nd Phone #: 970-420-0807 Email: gary@streetmediagroup.com

OWNER

Name(s): 181 REHG LLC Phone #: 720-282-5000
Address: 7300 Broadway Street
City, State, Zip: Denver, Colorado 80221
2nd Phone #: Email: ssutton@unserkarting.com

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:
Address:
City, State, Zip:
2nd Phone #: Email:

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



May 23, 2019

Application for a Conditional Use Permit

StreetMediaGroup has a long-term lease with 181 REHG, LLC at 7300 Broadway Street for the use of the existing digital signs to mix in off-premise messages in with the rotation of existing Unser Karting and Events promotions. The sign is on the northeast corner of the property and is only seen from traveling south on Interstate 25.

The sign have been in place since 2016 and will not be changed in any structural way. The digital display consists of eight ad spots displayed for 7 seconds on each side and we will use some of these slots to promote off-premise messaging. Our company policy and legal restrictions prohibit ads for tobacco, marijuana, sexual oriented businesses or political attack ads. The displays will also be used to provide free promotions of public service ads, charitable fundraising messages, Amber Alerts, and messages to promote activities and events at Riverdale Park.

The off-premise use is stated as an appropriate use and allowed on parcels in the C-5 zoned districts. Adding to the existing use of sign will not disturb the current use of the property nor effect the signage in anyway. The property has multiple uses which is a paved parking lot and warehouse. The code does not require landscaping changes with off-premise signs.

The sign pole is in a non-parking, non-traveled area, which is a practical placement to leave the traffic circulation and access open. The site plan shows the existing sign location.

The digital sign is positioned with the digital face to the north which is the face


to be used for a dual purpose of on- and off-premise messages, and the south face would continue to be static for on-premise use.

Mixing in off-premise messages with the continued use of on-premise does not create any type of visual disturbance and would not be any more impacting to the public than on-premise messages. The digital lighting will continue to comply with both the County and CDOT required performance standards.

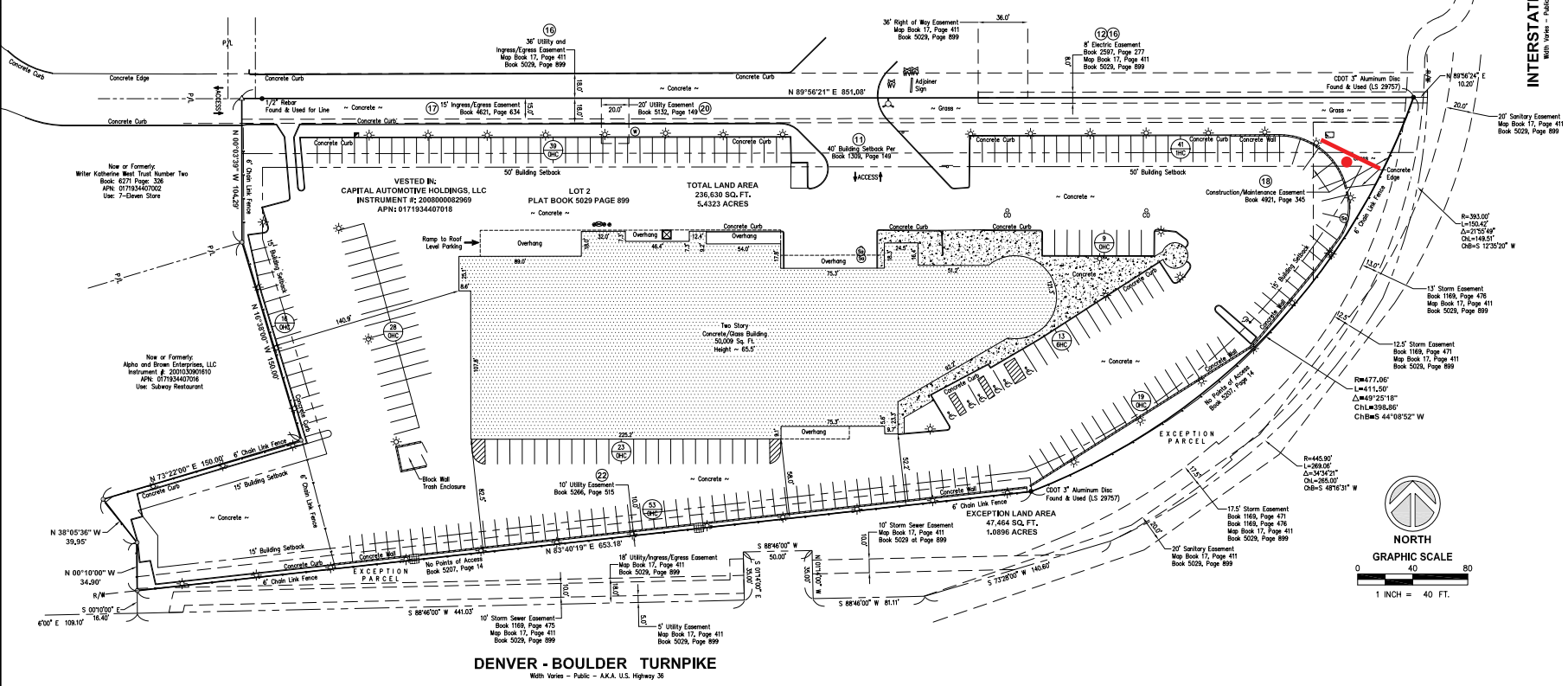
Pursuant to Section 2-02-08-06, Criteria for Approval, the conditional use meets the following:

1. The conditional use is permitted in an C-5 Zoning District.
2. The conditional use is consistent with the purpose of these standards and regulations for other digital advertising displays permitted in the county.
3. The conditional use will continue comply with the requirements, performance standards and regulations.
4. The conditional use is compatible with other commercial and industrial uses in the surrounding neighborhood. It will not interfere with any future development in the area, and it will not be detrimental to the health, safety or welfare of the county's inhabitants. The use will not be any different than the on-premise use and therefore will not create any excessive traffic generation, noise, vibration, dust, glare, hear, smoke, fumes, gas, odors or inappropriate hours of operation.
5. The use will not have any off-site impacts.
6. The sign was approved in 2016 and the mixed use will have no impact on the space and access to accommodate the use, and it is absent of environmental constraints.
7. The site plans submitted for the conditional use depicts the functional use for parking, and traffic on the lot, and the existing sign will not interfere with on the lot.
8. There are no changes needed to utilities, roads, fire and police protection to serve the needs of the conditional use. There is no change needed for sewer, water, or storm water drainage.

Thank you for your consideration and we look forward to your questions

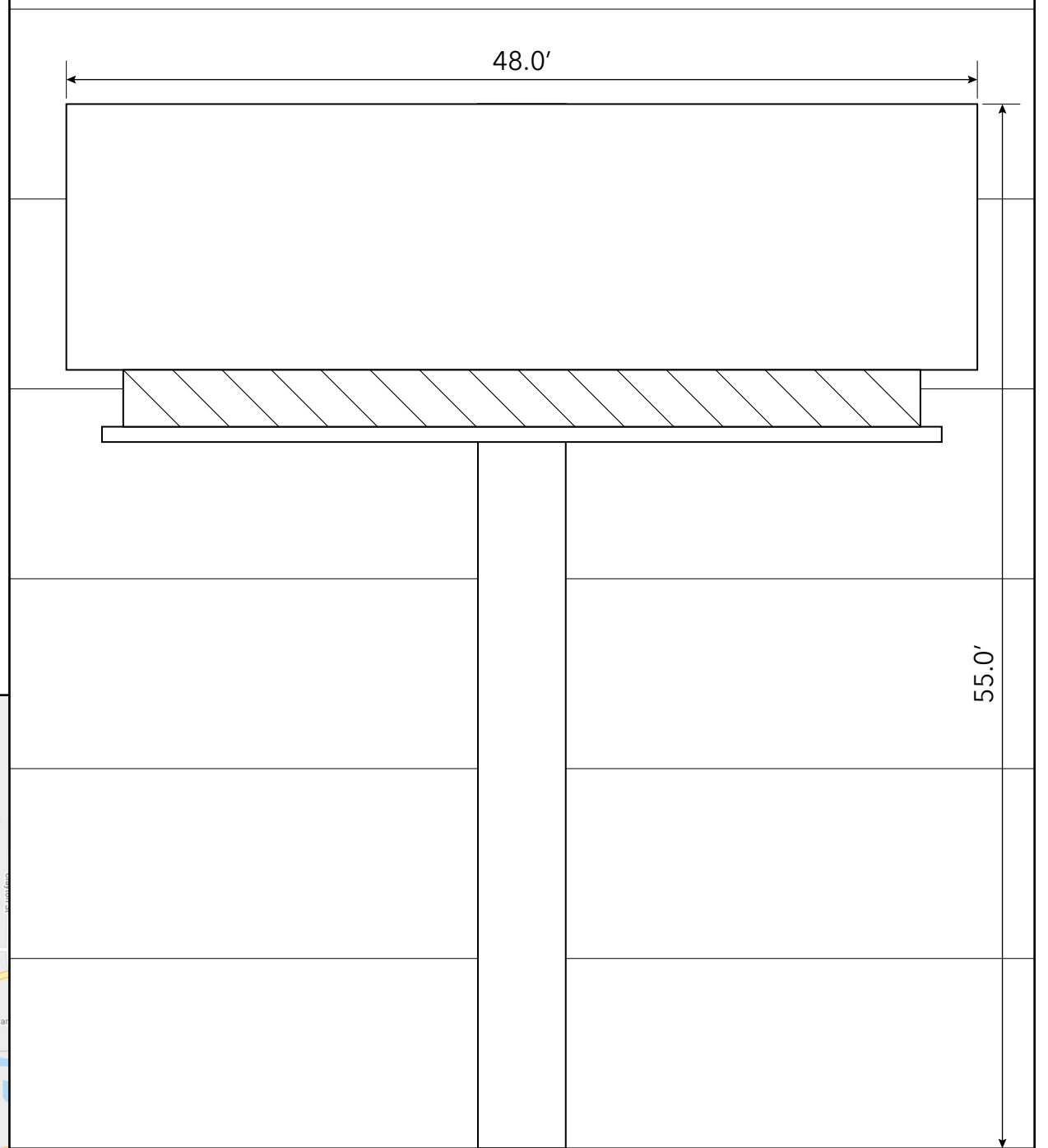

Gary Young

SITE DRAWING

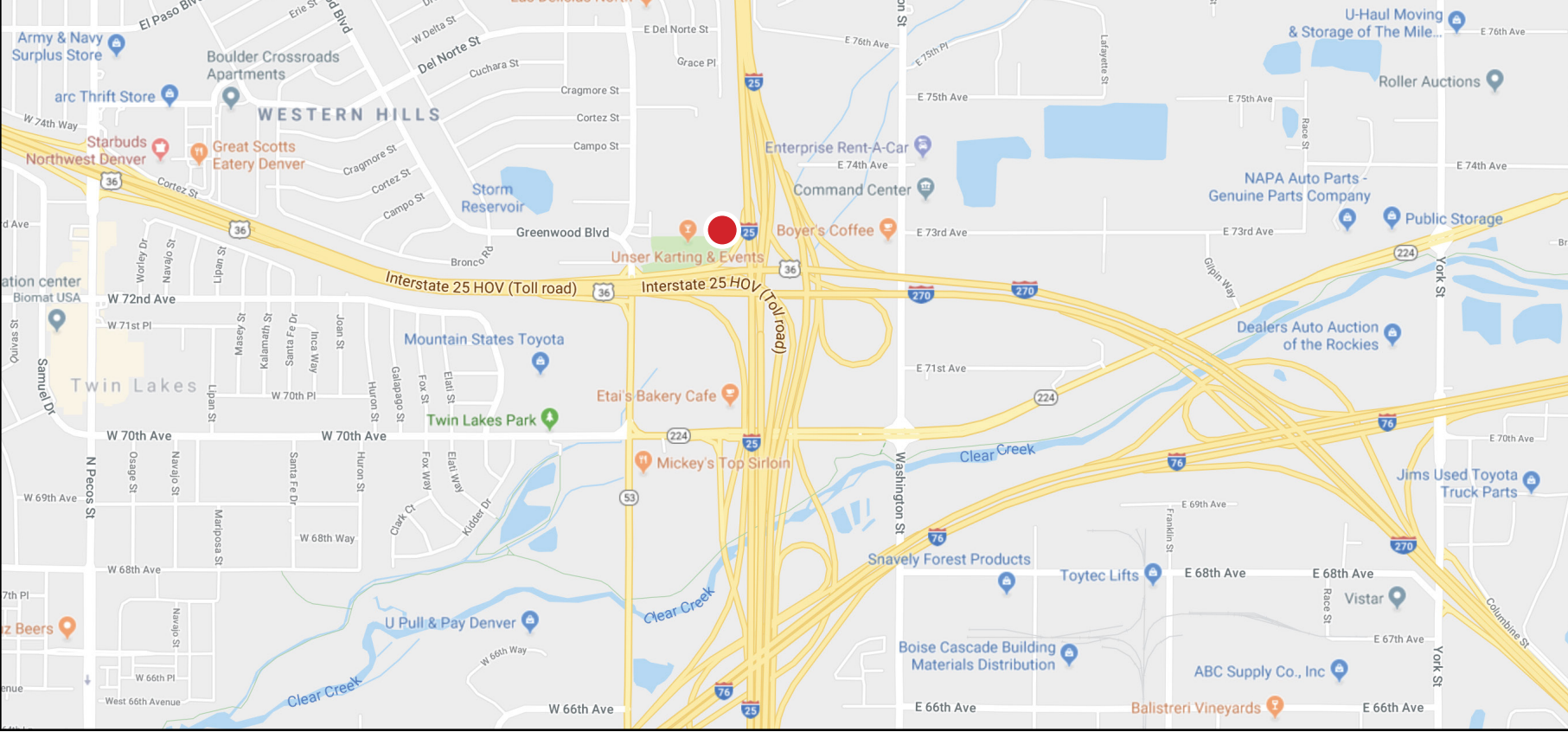


INTERSTATE 25
With lanes - Public

ELEVATION



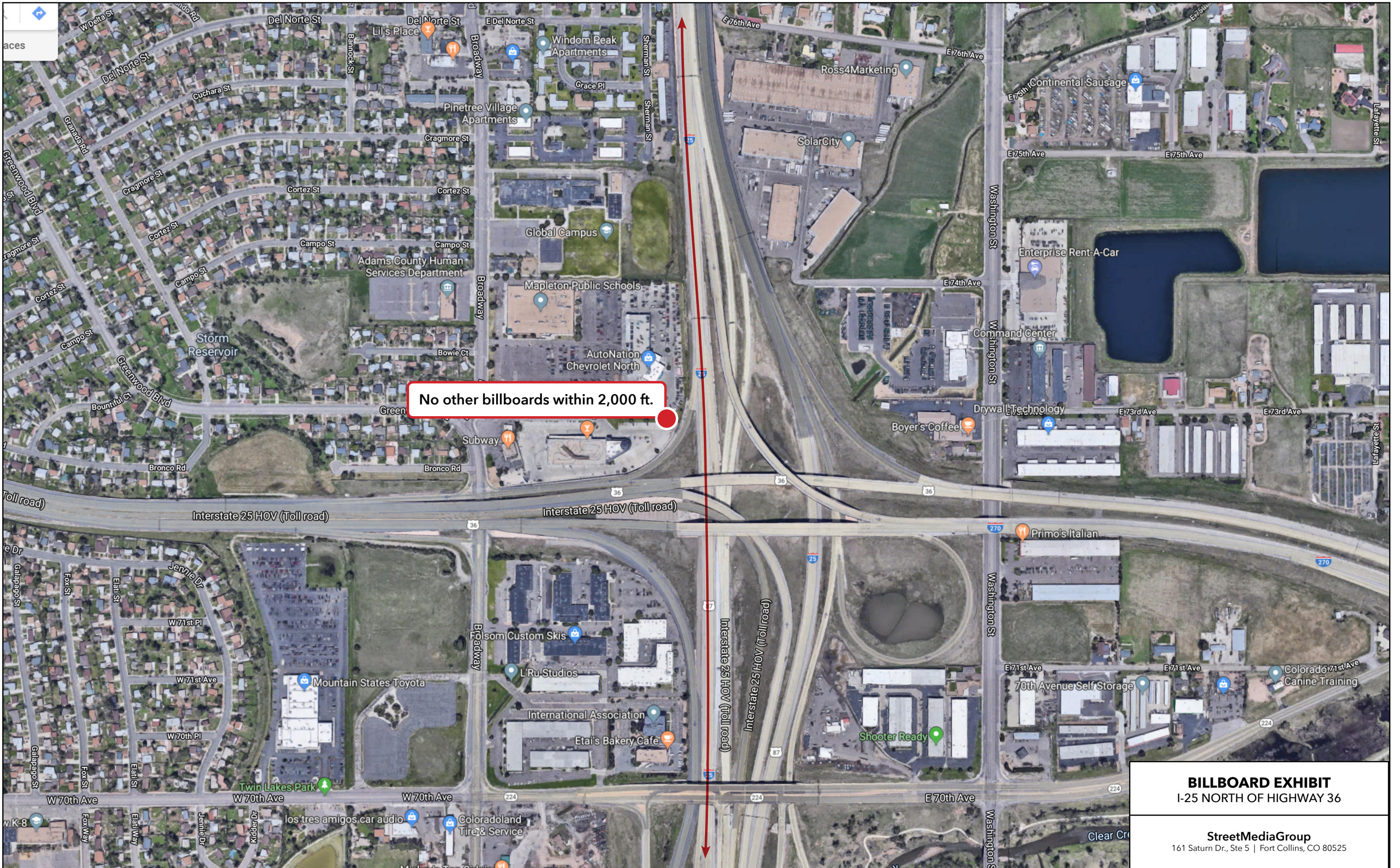
VICINITY MAP



Existing signs will continue to be used for on-premise messaging, in addition to our request for off-premise use.

SITE PLAN
I-25 NORTH OF HIGHWAY 36

StreetMediaGroup
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



No other billboards within 2,000 ft.

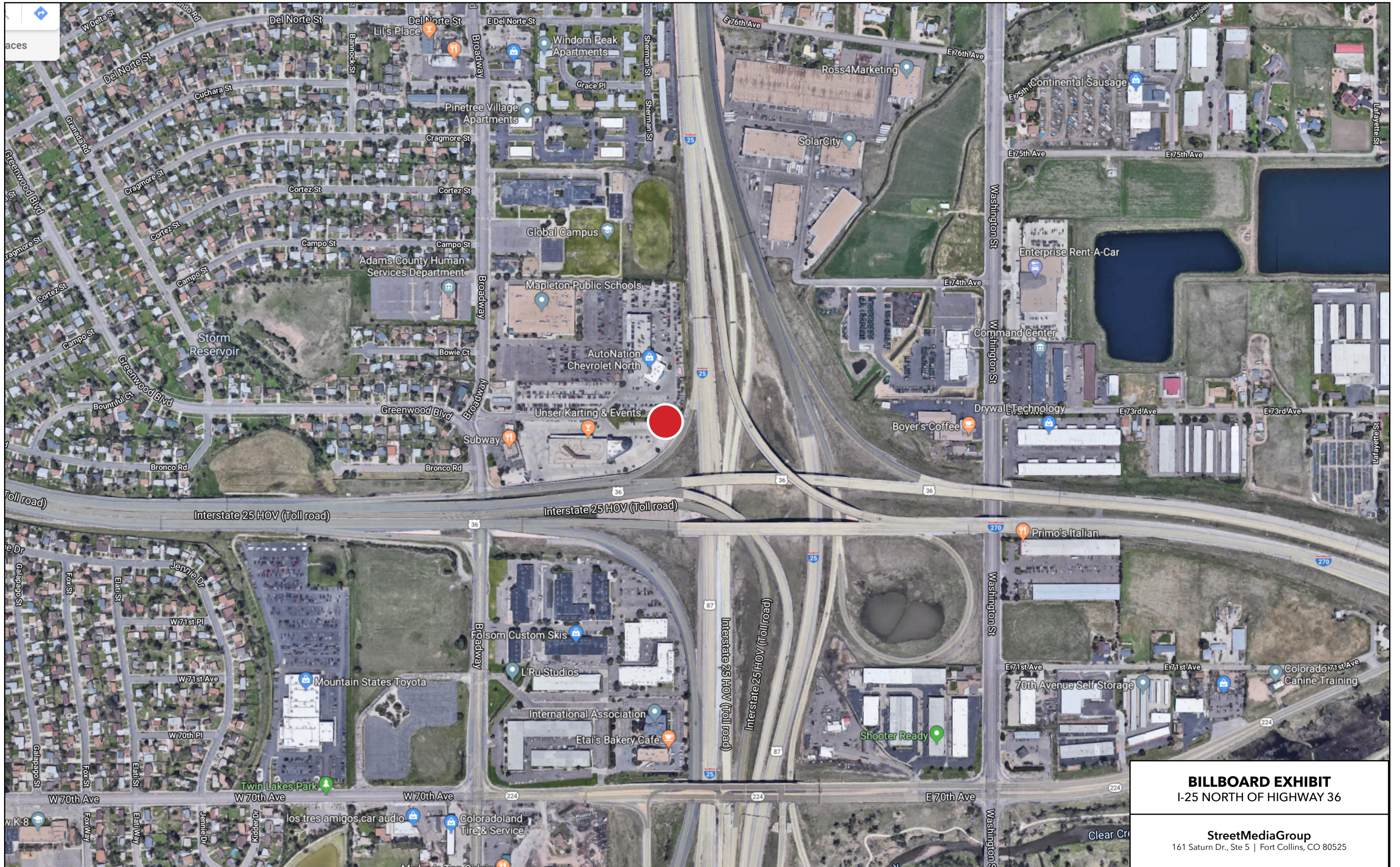
BILLBOARD EXHIBIT
I-25 NORTH OF HIGHWAY 36

StreetMediaGroup
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



BILLBOARD EXHIBIT
I-25 NORTH OF HIGHWAY 36

StreetMediaGroup
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525



BILLBOARD EXHIBIT
I-25 NORTH OF HIGHWAY 36

StreetMediaGroup
161 Saturn Dr., Ste 5 | Fort Collins, CO 80525

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SPECIAL WARRANTY DEED

Recording Requested by and when recorded mail to:

First American Title Insurance Company
 168 North Saginaw Street, Unit B
 Lapeer, Michigan 48446
 Attn: Cindy Nagy

THIS SPECIAL WARRANTY DEED, made this 5th day of July, 2014, between CAPITAL AUTOMOTIVE HOLDINGS L.L.C., a Delaware limited liability company, whose legal address is c/o Capital Automotive Real Estate Services, Inc., 8270 Greensboro Drive, Suite 950, McLean, Virginia 22102, (the "Grantor"), and 181 REHG, LLC, a Colorado limited liability company (the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and its successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, as assignee of all of the right, title and interests of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceful possession of the Grantee, and its successors and assigns, against any and every person or persons lawfully claiming by, through or under Grantor, but not otherwise, SUBJECT TO AND EXCEPT FOR the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by this reference.

STATE DOCUMENTARY FEE \$385.00
 [END OF TEXT - SIGNATURE PAGE FOLLOWS]

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DEED OF TRUST (Continued)

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

GRANTOR:

181 REHG, LLC

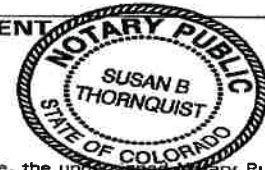
181 GROUP INC., Manager of 181 REHG, LLC

By: Scott G. Sutton
Scott G. Sutton, President of 181 Group Inc.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Boulder



On this 30th day of June, 2014, before me, the undersigned Notary Public, personally appeared Scott G. Sutton, President of 181 Group Inc., Manager of 181 REHG, 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 Susan B Thornquist
Notary Public in and for the State of Colorado

Residing at Louisville CO
My commission expires My Comm Exp 1-28-15

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WHEN RECORDED MAIL TO:
 COLORADO BUSINESS BANK
 ATTN: LOAN OPERATIONS
 P.O. BOX 8779
 DENVER, CO 80201

SEND TAX NOTICES TO:
 COLORADO BUSINESS BANK
 NORTHWEST
 400 CENTENNIAL PKWY.
 STE. 100
 LOUISVILLE, CO 80027

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 30, 2014, among 181 REHG, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 7300 Broadway, Denver, CO 80221 ("Grantor"); COLORADO BUSINESS BANK, whose address is NORTHWEST, 400 CENTENNIAL PKWY., STE. 100, LOUISVILLE, CO 80027 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of ADAMS 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 ADAMS County, State of Colorado:

LOT 2, TURNPIKE-INTERSTATE ADDITION FILING NO. 1 RECORDED JULY 26, 1995 IN MAP BOOK 17 AT PAGE 411 AND CORRECTION RECORDED JUNE 13, 1997 IN BOOK 5029 AT PAGE 899, EXCEPT THAT PART OF SUBJECT PROPERTY TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED JANUARY 12, 1998 IN BOOK 5207 AT PAGE 14. COUNTY OF ADAMS, STATE OF COLORADO

The Real Property or its address is commonly known as 7300 BROADWAY ST, DENVER, CO 80221.

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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or

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**DEED OF TRUST
(Continued)**

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waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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

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

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

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

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

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

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

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

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor 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, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, 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 if the estimated cost of repair or replacement exceeds 1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

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Type:DT Karen Long, Adams County, CO

**DEED OF TRUST
(Continued)**

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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 Grantor'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 Grantor which Grantor 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 Grantor.

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

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

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be

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necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

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

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

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

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

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

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

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

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

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor 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. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor 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 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,

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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 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.

ADDITIONAL DEFAULT. Borrower, Grantor, or any Affiliate of same defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement with Lender.

DUE ON ENCUMBRANCE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust/Mortgage in the event that the Real Property is subjected to a lien or interest in favor of a related or a third party person or entity, including, without limitation, a property or homeowner's association, taxing authority, governmental or quasi-governmental agency or vendor of perishable or agricultural goods, without Lender's prior written consent. This shall include a lien or interest created consensually or by operation of law, or arising from a default under any applicable declarations or covenants affecting the Real Property. It is intended that this due on encumbrance clause be triggered by any lien or interest affecting the Real Property which has not been consented to by Lender in advance and in writing, and which arises after the effective date of Lender's loan policy of title insurance (obtained as of the date of Loan closing as such Loan may be modified or extended), or after Loan closing, as applicable. Provided, however, that this option shall not be exercised by Lender if such exercise is prohibited by applicable federal or state law.

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

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of DENVER County, State of Colorado.

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

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Lender.

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

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

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

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

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

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

Beneficiary. The word "Beneficiary" means COLORADO BUSINESS BANK, and its successors and assigns.

Borrower. The word "Borrower" means 181 REHG, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

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

Grantor. The word "Grantor" means 181 REHG, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means COLORADO BUSINESS BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated June 30, 2014, in the original principal amount of \$2,227,752.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, 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 ADAMS County, Colorado.



WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538
 DISTRICT NO. 5311

ACCOUNT NO. 5311-1077173-001
 INVOICE NO. 3428850
 STATEMENT DATE 04/15/19
 DUE DATE 05/05/19
 BILLING PERIOD 05/01/19-05/31/19

UNSER RACING
 7300 BROADWAY
 DENVER, CO 80221

FOR ASSISTANCE CALL
 Customer Service 303-288-2100
 One Time Payments 855-569-2719

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 310.55
04/03/19	Payment-Thank You - OI 1903200219541	\$ 310.55-
	Total Payments And Credits	\$ 310.55-
	Service Location Unser Racing Acct #1077173-001 7300 Broadway	
05/01/19	FI 2 Yd 2X Wk Recycle 1 05/01/19-05/31/19	\$ 133.14
05/01/19	Frontload 8 Yd 2X Wk 1 05/01/19-05/31/19	\$ 202.64
05/01/19	Recycle Fee 05/01/19-05/31/19	\$ 13.32
	Fuel & Material Surcharge	\$ 10.07
	Location Totals	\$ 359.17
	Service Location Unser Racing/C Acct #1077173-003 13600 Eaglerock Road	
03/22/19	Container Removal Fee - C 1328546 1 Each @ \$98.73	\$ 98.73
	Location Totals	\$ 98.73
	Current Charges And Fees	\$ 457.90
	Total Due	\$ 457.90

This invoice is scheduled for automatic payment according to your instructions on our on-line bill pay site at <https://www.wcicustomer.com>.

All balances past 30 days from the statement date will be assessed a finance charge of 1.5% monthly. Balances over 60 days old from the statement date are subject to a service interruption. If your service is stopped due to nonpayment, there will be a \$35.00 reactivation fee. Payments or charges occurring within the last

Please remit to the address below and return your remit stub with your payment.

NNNNNNNNNN



WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538

ACCOUNT NO. 5311-1077173-001
 INVOICE NO. 3428850
 STATEMENT DATE 04/15/19
 DUE DATE 05/05/19
 PAY THIS AMOUNT 457.90

WRITE AMOUNT PAID	\$
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UNSER RACING
 7300 BROADWAY
 DENVER, CO 80221

MAIL PAYMENT TO:
 WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
UNSER RACING AND ENTERTAINMENT 7300 BROADWAY DENVER CO 80221-3610	53-9701460-1	05/10/2019	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	635086564	04/22/2019	\$9,448.78

Your Account is Overdue - Please Pay Immediately

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE

Previous Balance	As of 03/20	\$9,792.36
Payment Received	Phone Pay 03/26	-5,064.06 CR
Balance Forward		\$4,728.30
Current Charges		\$4,650.68
Non-Recurring Charges / Credits		\$69.80
Amount Due		\$9,448.78

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
302024779	7300 BROADWAY		\$4,650.68
Total			\$4,650.68

NON-RECURRING CHARGES/CREDITS SUMMARY

DESCRIPTION	CURRENT BILL
Late Charge Assessed	\$69.80
Total	\$69.80

INFORMATION ABOUT YOUR BILL

Just a reminder about the past due amount on your account. If you have already sent your payment, thank you. Otherwise, please call 1-800-481-4700 to confirm the status of your account.

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 02 021984 18296B 85 A**5DGT

UNSER RACING AND ENTERTAINMENT
 7300 BROADWAY
 DENVER CO 80221-3610

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-9701460-1	05/10/2019	\$9,448.78	

Please see the back of this bill for more information regarding the late payment charge.
 Make your check payable to XCEL ENERGY

MAY						
S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477

31 53051019 97014601 0000047204800000944878

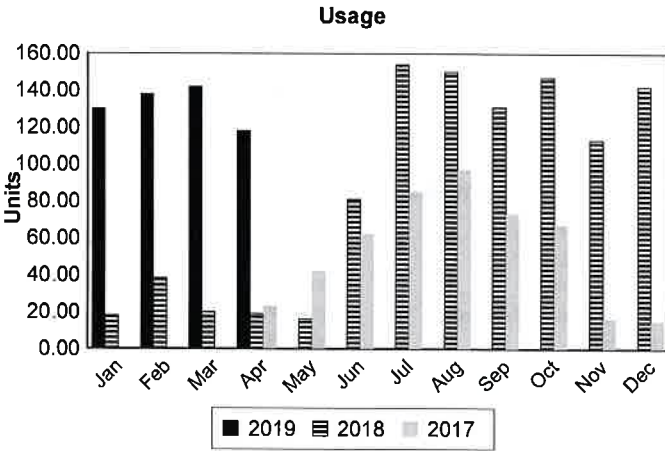
021984 1/4

6

Having problems paying your utility bill? Check out the Thornton Water Assistance program at www.thorntoncares.com/water or call 303-538-7370.

Billing Date	4/19/2019
Previous Balance	\$1,437.82
Payment(s)	(\$1,437.82)
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$1,244.14
TOTAL AMOUNT DUE	\$1,244.14
Due Date	5/2/2019

Meter Number	Previous Meter Read	Current Meter Read	Days	Water Used in Billing Cycle
Water R10342433B	Date: 3/12/2019 Reading: 5656	Date: 4/10/2019 Reading: 5774	29	Units: 118 Gallons: 118,000



ACCOUNT SUMMARY

Previous Bill	\$1,437.82
Payment 4/3/2019	(\$1,437.82)
Balance Forward	\$0.00
Actual Water Use Tiered Rate	Usage Rate Total Tier Charge
Tier 1 (AWC*)	22.24 \$8.07 \$179.48
Tier 2	95.76 \$8.07 \$772.78
Water Service Charge	\$25.59
Hydrant Service Charge	\$26.88
Water	\$1,004.73
Sewer	\$128.25
Fireline Service Charge	\$111.16
	\$111.16
Total New Charges Including Adjustments:	\$1,244.14
TOTAL AMOUNT DUE:	\$1,244.14

Detach and return this portion with your payment
PAY ONLINE AT cityofthornton.net/utilitybilling

TOTAL AMOUNT DUE \$1,244.14
Due Date 5/2/2019

Amount Paid \$

Thank you for your payment!

UNSER RACING
 7300 BROADWAY
 DENVER CO 80221-3610

0000

Adams County Commercial Property Profile

Parcel Number: 0171934407018

<u>Owners Name and Address:</u>	<u>Property Address:</u>
181 REHG LLCC/O SCOTT SUTTON 7300 BROADWAY DENVER CO 80221-3610	7300 BROADWAY ST CO

Account Summary

Legal Description

DESC: LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1

Subdivision Plat

TURNPIKE INTERSTATE ADDITION FILING NO 1

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0070646	On or Before 01/01/1996	<u>075</u>	105.860

Permits

Permit Cases



Statement Of Taxes Due

Account Number R0070646
Assessed To

Parcel 0171934407018
181 REHG LLC
C/O: C/O SCOTT SUTTON
7300 BROADWAY
DENVER, CO 80221-3610

Legal Description		Situs Address			
DESC: LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1		7300 BROADWAY ST			
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	\$107,447.90	\$1,074.48	\$0.00	\$0.00	\$108,522.38
Total Tax Charge					\$108,522.38
Lien					
2017 Lien: 2017-15205	\$109,725.12	\$10,058.14	\$0.00	\$0.00	\$119,783.26
2016 Lien: 2017-15205	\$126,729.75	\$22,072.10	\$0.00	\$0.00	\$148,801.85
2016	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
Total Lien					\$268,592.11
GRAND TOTAL					\$377,114.49
Grand Total Due as of 05/09/2019					\$377,114.49

Tax Billed at 2018 Rates for Tax Area 075 - 075

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6660000	\$3,720.99	COMM LND	\$1,538,017	\$446,020
ADAMS COUNTY FIRE PROTECTIO	16.6500000	\$16,899.75	MERCHANDIS		
GENERAL	22.6400000	\$22,979.61	MERCHANDISING	\$1,961,983	\$568,980
RETIREMENT	0.3140000	\$318.71	Total	\$3,500,000	\$1,015,000
ROAD/BRDGE	1.3000000	\$1,319.50			
DEVELOPMENTALLY DISABLED	0.2570000	\$260.86			
SD 1 BOND	19.9870000	\$20,286.80			
SD 1 GENERAL	37.8730000	\$38,441.09			
URBAN DRAINAGE SOUTH PLATTE	0.0940000*	\$95.41			
URBAN DRAINAGE & FLOOD CONT	0.7260000*	\$736.89			
SOCIAL SERVICES	2.3530000	\$2,388.29			
Taxes Billed 2018	105.8600000	\$107,447.90			

* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer
4430 S Adams County Parkway Suite C2436
Brighton, CO 80601
720-523-6160

NEW SATELLITE OFFICE

11860 Pecos Street
Westminster, CO 80234
Mon, Tue, Wed, Thur 7:30 am - 5 pm

Will be paid full by June 10th 2019

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Gary Young dba StreetMediaGroup, LLC
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:
Physical Address: 7300 Broadway Street, Denver, Colorado 80221
Legal Description: LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1
Parcel #(s): 0171934407018

(PLEASE CHECK ONE):

- On the _____ day of _____, 20____, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;
- or
I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 5/22/2019 Applicant: StreetMediaGroup, LLC
By: [Signature]
Print Name: Gary Young
Address: 161 Saturn Drive, Unit 5A
Fort Collins, CO 80525

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 22nd day of May, 2019, by Gary Young.

Witness my hand and official seal.



My Commission expires: Oct 24, 2021 [Signature]
Notary Public

After Recording Return To: _____ Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.