

F. Any transfer of all or part of the Property will operate to diminish the rights of the Plaintiff.

G. The appointment of a receiver for the Property is reasonable and necessary for the protection of the Property and the rights of the parties in this case. Based on the standards set forth in Rules 65 and 66, C.R.C.P., and case law thereunder, and based on legal and factual arguments of the Plaintiff and other parties, as set forth in the Motion, the Plaintiff is entitled to entry of this Order.

H. The Plaintiff has demonstrated a reasonable probability of success on the merits, there is no plain, speedy, and adequate remedy at law, the appointment of a receiver will not disserve the public interest, the balance of the equities favors the appointment of a receiver and the appointment of a receiver will preserve the assets of the estate pending any trial on the merits.

I. Sterling Consulting Corporation, whose business address is 4101 East Louisiana Avenue, Suite 300, Denver, Colorado, 80246, is a suitable entity to be appointed as receiver for the Property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Sterling Consulting Corporation is appointed as receiver (the “Receiver”) for the Property and shall forthwith take physical possession of, manage, operate, and protect the Property.

2. This Order shall be effective immediately and shall continue in effect until terminated or modified by further Order of this Court.

3. The Receiver is hereby directed and empowered to take immediate control of the Property and hold the Property for this Court *in custodia legis*. The Receiver shall manage, operate, and protect the Property subject to the supervision and exclusive control of this Court.

4. The Receiver shall have all the powers and authority usually held by receivers and reasonably necessary to accomplish the purposes herein stated including, but not limited to, the following powers and duties, which may be exercised without further Order of the Court:

a. All of the powers enumerated in Article IX. – Neglected and Derelict Buildings, Sec. 10-138 through Sec. 10-143 (Court Actions for Abatement) of the Ordinances of the City of Denver, Colorado (the “Neglected Buildings Sections” of the “Code”), particularly Sec. 10-140 of the Neglected Buildings Sections of the Code, including:

i. Take possession and control of the property, operate and manage the property, establish and collect rents and income, lease and rent the property, and evict tenants. An existing violation of the Code shall not restrict the Receiver's authority pursuant to this provision.

ii. Pay all expenses of operating and conserving the property including the cost of electricity, gas, water, sewerage, heating fuel, repairs and supplies, custodian services, taxes, assessments, and insurance premiums and to hire and pay reasonable compensation to a managing agent.

iii. Pay pre-receivership mortgages and other liens and installments of pre-receivership mortgages and other liens.

iv. Perform or enter into contracts for the performance of work and the furnishing of materials necessary to abate the violations and obtain financing for the abatement of violations.

v. Remove and dispose of Personal Property that is abandoned, stored, or otherwise located on the Property, that creates a dangerous or unsafe condition, or that constitutes a violation of the Code.

vi. Enter into agreements and take actions necessary to maintain and preserve the Property and to comply with the Code.

vii. Give the custody of the property and the opportunity to abate the violation and operate the property to the owner or to a mortgagee or lienholder of record with the approval of the Court.

viii. Issue notes and secure the notes by deeds of trust on the Property on terms, conditions, and at interest rates all as approved by the Court, including Receiver's Certificates as set forth in paragraph 4.u below.

ix. Obtain mortgage insurance for a receiver's mortgage.

x. Any other action that the Court considers appropriate.

b. To take from the Defendants and all persons in active concert and participation with them immediate control of the Property, wherever it may be found, to the exclusion of the Defendants and all persons acting in active concert and participation with them;

c. To hire and retain and otherwise obtain the advice and assistance of such legal counsel, accounting, property management, and other professionals as may be necessary to the proper discharge of the Receiver's duties, with all reasonable expenses incurred in connection therewith deemed to be expenses of the Receivership

Estate, and to pay such professionals from the rents, revenues, and proceeds of the Property without further application to or Order of the Court;

d. To manage, operate, maintain, and otherwise control the Property as necessary to prevent diminution of the value of the Property, or if necessary, to liquidate the Property or parts thereof with the approval of the Court. The Receiver shall operate the Property at the level the Receiver reasonably deems appropriate, which may be at a limited service level or may include the suspension of operations altogether;

e. To use the personnel of Sterling Consulting Corporation, or hire on a contract basis, personnel necessary to maintain and preserve the Property and to retain, hire, and terminate property management personnel and other personnel, and contract for and obtain such services, utilities, supplies, equipment and goods as are reasonably necessary to operate, preserve, and protect the Property or to liquidate the Property and to make such repairs to the grounds and improvement on the Property, all as the Receiver may reasonably deem necessary; provided, however, no contract executed by the Receiver shall extend beyond the termination of the Receivership unless authorized by the Court;

f. To change any or all locks on any Property;

g. To open, transfer, and change all bank accounts, trade accounts, and merchant accounts wherever located containing funds associated with the Property, and deposit all sums received by the Receiver in a financial institution insured by the federal government in the name of the Receiver and to write checks and make withdrawals on such accounts;

h. To collect receivables and claims arising from the Property;

i. To exercise all of Defendants' rights and remedies with respect to proceedings brought to collect any accounts related to the Property;

j. To surrender, release, or exchange all or any part of any accounts of Defendants, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;

k. To sell or assign any account of Defendants upon such terms for such amount and at such time or times as the Receiver deems advisable;

l. To have continuing access to mail or other correspondence to and from Defendants concerning the Property;

m. To the extent necessary, to conduct a full inventory of all Personal Property;

- n. To perform ordinary and necessary repairs and maintenance on any Property, subject to the limitations set forth in subparagraph 4.d above;
- o. To pay taxes, insurance, utility charges, and other expenses and costs reasonably incurred in managing, preserving, and liquidating the Property;
- p. To reject any leases, agreements, or unexpired contracts of Defendants connected to the Property that are a burden on the Property;
- q. To invest funds of the Receivership Estate, without further permission of the Court, in savings accounts or in securities backed by the full faith and credit of the United States;
- r. To make, enforce, modify, negotiate, renegotiate, and enter into such reservations, lease agreements, franchise agreements, rental agreements, contracts, or other agreements of the Property as the Receiver may reasonably deem appropriate in connection with the discharge of the Receiver's duties;
- s. To obtain, renew, and terminate all insurance policies that the Receiver deems necessary for the protection of the Property and for the protection of the interest of the Receiver and the parties to this action with respect to Property;
- t. To account to this Court for all sums received and expenditures made and file periodic receiver's reports to this Court from time to time, not less than every three months;
- u. During the term of the Receivership Action, the Receiver may issue Receiver's Certificates to parties to this Receivership Action and to third parties in exchange for funds to pay for the fees, costs, and expenses of the Receivership Estate with the approval of this Court. Receiver's Certificates shall bear interest and shall be a preference claim upon the Properties. In the event funds shall be advanced by any existing lender secured by the Property, any amounts due under the Receiver's Certificate may be added to the outstanding indebtedness due under the existing note of such lender. Without intending to limit the generality of the foregoing, the receiver has arranged to borrow up to \$100,000 from a third party at 12% simple interest on the outstanding balance. The receiver may issue a Receiver's Certificate in exchange therefor provided that the receiver offers the Plaintiff and the Defendant herein ten days to provide, or arrange, the financing under better terms and conditions;
- v. To apply for, obtain, renew and, as necessary, to prevent the loss of all trademarks, copyrights, patents, licenses, permits and entitlements required for the preservation or operation of the Property or issued in connection with therewith;
- w. With respect to any operation or activity that is now conducted on the Property or is customarily conducted on similar properties, and that may lawfully be

conducted only under governmental license or permit, to continue such operation or activity under the license or permits issued to the entity subject to compliance with the terms thereof;

x. To enforce the terms of any leases, contracts, licenses, and agreements relating to the Property and to commence such actions as may be necessary in its name as Receiver to deal with parties that are delinquent or in default under such leases or agreements and to pursue and collect delinquent rents and other amounts which may be owed by customers, tenants or other third parties at the Property, accrued as of this date or hereafter accruing, and, if the Receiver so elects, to be added or substituted as plaintiff in any such actions already commenced;

y. To obtain, review and analyze the past records, including without limitation accounting records, disbursements, banking records, plans, specifications, engineering reports, soil reports, permits, entitlements, and any other books and documents necessary to determine whether there are any potential claims or rights against the other persons and entities arising out of the ownership and operation of the Property, or otherwise perform the duties of the Receiver;

z. To pay prior obligations incurred by the Defendants, their agents and servants, or any other person or entity charged with the responsibility of maintaining and operating the Property, if such obligations are deemed by the Receiver to be necessary or advisable for the continued operation of the Property;

aa. To use receipts from the Property and such funds as may be advanced by third parties for the payment of expenses of the Receivership and of the Properties;

bb. To enforce collection of any of Defendants' accounts, debts, contract rights or other rights arising from the Property, to institute such legal actions as the Receiver deems necessary to collect accounts and debts, enforce contracts and other agreements relating to the Property, to recover possession of the Property from persons who may now or in the future be wrongfully in possession of such property and to otherwise preserve the Property by suit or otherwise;

cc. To settle any mechanics' liens against the Property with the approval of this Court;

dd. To deal with, hire, or terminate present or future managers, brokers, agents or other professionals in connection with the Property, including hiring a management company, resident manager, or both to engage in the day-to-day management of the Property which management company or resident manager may be affiliated with the Receiver;

ee. To notify any and all insurers under insurance policies affecting the Property of the pendency of these proceedings and that, subject to the prior rights of any party holding a lien encumbering the Property, any proceeds paid under any such insurance policies shall be paid to the Receiver until such time as the said insurance carriers are advised to the contrary by this Court or until they receive a certificate issued by the Clerk of this Court evidencing the dismissal of this action;

ff. To preserve and protect the improvements located on the Property, and to secure same against loss and damage, and to preserve any and all construction claims and warranties as necessary;

gg. Generally to do such other lawful acts as the Receiver reasonably deems necessary to the effective operation and management of the Property, or for the orderly liquidation of the Property, and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the City of Denver, State of Colorado, and the United States of America;

5. The Receiver is hereby authorized to apply the rents, revenues, income, issues, and profits collected by the Receiver in connection with the management and operation of the Property: first, to the Receiver's compensation as identified in paragraph 6 below; second, to pay the Receiver's attorney fees; third, to repay the other out-of-pocket expenses incurred by the Receiver in connection with the receivership; fourth, to repay all sums borrowed by the Receiver as evidenced by Receiver's Certificates; sixth, to pay the costs of preserving and repairing the Property; seventh, to pay the other costs and expenses of the receivership, including but not limited to payment of real and personal property taxes (including fees, penalties, fines, and other assessments pursuant to Article IX of the Code – Neglected And Derelict Buildings), insurance, water and sanitation bills, utilities and other operating expenses; eighth, whenever sufficient funds are available for such purpose, the Receiver shall make principal and interest payments toward any loans that are secured by a lien on the Property in the order of their priority, and ninth, to a fund to be held by the Receiver, pending further order of this Court. This fund may be in an interest-bearing account, at the discretion of the Receiver, provided such account shall be protected by the full faith and credit of the United States.

6. On a monthly basis, to pay for its services as Receiver and its staff at the following hourly rates: \$300.00 per hour for principals of Sterling for the first ten hours of each month; \$200.00 per hour for the second ten hours of each month, and \$150.00 per hour for all additional hours of each month. The Receiver's compensation for the services of its financial officer shall be \$75.00 per hour and associates shall be compensated at \$55.00 per hour. The Receiver shall submit its invoices to the Court for approval within 10 days after the 20th of each calendar month for services from the 21st of the previous month through the 20th of the current month. The Receiver shall pay 80% of the invoice as submitted and reserve 20% subject to Court approval of the

invoice. The reserved 20% shall be paid with the invoice for the following month unless there is an objection to the amount filed with the Court.

7. Within five (5) Court days of the date of this Order, the Receiver shall execute and file an Oath of Receiver with this Court accepting the appointment and agreeing to fully and faithfully exercise all powers and discharges under this Order, any subsequent directives of this Court, and applicable law.

8. Pursuant to §10-140(a)(4) of the Neglected Buildings Sections of the Code, all costs, including the costs of the receivership, expenses, penalties, and all fees, be assessed against the owner and made a lien against the Property, taking precedence over and being superior to all other liens of record except liens for general taxes and special assessments. If any liens against the Property are not paid when due or within a reasonable time thereafter, the Receiver may sell all or part of the Property after approval of the Court.

9. If the Receiver confirms that the condition of the Property remains a violation of the Neglected Buildings Sections of the Code and if the Receiver determines that repair and rehabilitation of the Property are not feasible, upon application to this Court and written notice to all known Interested Persons to have the Property or portions of the Property demolished, the Court may Order the demolition of all or part of the Property. In such event, the Receiver shall determine the cost of demolition of the Property or the portions of the Property that constitute the violation, and after Court approval, the receiver shall arrange for demolition in accordance with the laws of the State of Colorado, the Code, and obtain any permit required under these authorities.

10. The Receiver shall not be required to post a receiver's bond.

11. Defendant, its agents, or any other third parties in possession of any Property are Ordered to deliver immediately over to the Receiver any Property received after the date of this Order, endorsed to the Receiver when necessary, and to continue to deliver immediately to the Receiver any such property received at any time in the future. Upon request or when deemed necessary, Defendants or its agents shall explain the operation, maintenance, and management of the Properties and cooperate with the Receiver in carrying out the Receiver's duties under this Order.

12. With respect to any items required to be turned over to the Receiver under this Order, the Receiver, may, in the Receiver's sole discretion, accept photocopies of such documents accompanied, in each case, by the certification of the person delivering the copy that such document is a true, correct, and complete copy of the original. In such event, the Receiver shall have the right at any reasonable time, on reasonable notice, to inspect the originals of such documents.

13. Except as may be expressly authorized by this Court after notice and hearing, Defendants and its agents, employees, and agents are enjoined from:

a. Collecting any revenues from the entities or related to the Property, or withdrawing funds from any bank or other depository Account relating to the entities or the Property;

b. Terminating, or causing to be terminated, any license, permit, lease, franchise agreement, contract, or agreement relating to the entities or the operation of any of the businesses on such property; and

c. Otherwise interfering with the operation of the Properties or the Receiver's discharge of its duties hereunder.

14. All owners of real and personal property leased or rented to the Defendants for the benefit of the Property are hereby enjoined, for a period not to exceed ninety (90) days from entry of this Order, from seizing, or preventing the Receiver from taking possession of the leased or rented property except with the approval of this Court. Delivery of a copy of this Order to any such owner shall serve as formal notice of this Order and the owner's obligations under this paragraph.

15. Defendants shall:

a. Deliver immediately over to the Receiver or his agents all Property, together with (i) all substitutions and replacements for and products of the Property; (ii) proceeds of the Property; and (iii) in the case of all tangible Property, all accessions; properly endorsed to the Receiver when necessary;

b. Continue to deliver immediately to the Receiver all collections of proceeds of the Property, including accounts receivable, other collections, books and other records relating to the operation, maintenance and management of the corporation or the Property, and to permit the Receiver to carry out his duties hereunder without interference;

c. Disclose to the Receiver any assets of Defendants which Defendants believes are not a part of the Property subject to the provisions of this Order.

16. Except as may be expressly authorized by this Court upon notice and a hearing, Defendant, and all persons in active concert and participation with them, including employees, agents, attorneys, managers, accountants and banks, and the same hereby are enjoined from:

a. Collecting the Property, or any proceeds, revenues, accounts, issues, profits, or other revenues thereof;

b. Withdrawing funds from any Account belonging to the Receivership Estate;

c. Terminating or causing to be terminated any license, permit, lease contract, or agreement relating to the Property; and

d. Otherwise interfering with the operation of the Receivership Estate or the Receiver's discharge of his duties.

17. Defendants or anyone else in possession of records related to the Property shall respond in a timely fashion to requests and inquires of the Receiver concerning such records, record keeping protocols, filing systems, information sources, passwords, algorithms and processes used to manipulate data, and similar matters. With respect to any information or records stored in computer-readable form or located on computers of Defendants or the person in possession of the records, such person shall provide the Receiver full access to all media on which such records are located and all computers and the necessary application, system, password, and other software and information necessary to review, understand, print, and otherwise deal with such computerized records.

18. The Receiver may at any time, on proper and sufficient notice to all parties who have appeared in this action, request that the Court enter additional orders to supplement, clarify, or amend this Order.

19. The Receiver may at any time, on proper and sufficient notice to all parties who have appeared in this action, apply to this Court for further Instructions whenever the Receiver deems such Instructions to be necessary to enable the Receiver to perform the duties of his office properly.

20. Any debts, liabilities, or obligations incurred by the Receiver in the course of this receivership, including the operation or management of the Property, whether in the name of the Receiver, the Property, or the Receivership Estate, shall be the debt, liability, and obligation of the Receivership Estate only and not of the Receiver or any employee or agent personally.

21. By making this request for the appointment of a receiver, Plaintiff does not render itself liable for the costs and expenses of the Receivership Estate, nor is Plaintiff required to advance funds to the Receiver to meet the capital needs of the Receivership Estate.

22. This Order Appointing Receiver is only for the Property specified herein. This Receiver is not appointed for the Defendants. As a result, the receiver need not complete tax returns on behalf of the Defendants.

23. The Receiver shall give written notice of this action and provide a copy of this Order to Defendants, to any Interested Person, and to any persons in possession of the Property otherwise affected by this Order pursuant to C.R.C.P. 66(d)(3),

24. In the event that a cure of any foreclosure or judicial sale of any Property is tendered, or a foreclosure sale or judicial sale of any Property is held and the Property is redeemed, the redemption or cure amount shall include costs of this Receivership, including, without limitation, all Receiver's fees, expenses of preserving and protecting the Property, and reasonable attorneys' fees, all funds advanced by third parties to the Receiver for the purposes permitted hereby, plus all other expenses incurred by the Receiver in the care and maintenance of the Property, including the payment of taxes, insurance, utility costs, fees, fines, interest, and penalties under the Code, including without limitation, the Neglected Buildings Sections of the Code, and such other expenses as are necessary.

25. The Receiver shall continue in possession of the Property during the period of redemption after the foreclosure sale or judicial sale, and during such further period as the Court may Order. At any time following the issuance of Public Trustees' Deeds or the Receiver's deed with respect to the Property, the Receiver may (or upon issuance of a Court Order, shall) surrender possession of the Property to the grantee of such Public Trustee's deed or Receiver's deed and make suitable arrangements with such grantee for the delivery of any Personal Property and the assumption by such grantee of obligations under such Personal Property.

26. In the event there are insufficient funds to repay any Receivership expenses as contemplated above, the Receiver's unpaid compensation and unpaid expenses shall have a lien encumbering the Property having a priority senior to that of any Receiver's Certificate or Deed of Trust. The Receiver is hereby authorized to execute and record in the Clerk and Recorder's Office for any county in which the real property is located Certificates of Lien putting third-parties on notice of such liens. Any such lien may be released of record by a Certificate of Release of Lien executed by the Receiver and recorded in the county where such Certificate of Lien was previously recorded. The Receiver shall be entitled to all costs and expenses associated with enforcing such lien and such amount shall be secured by such lien.

27. In the event there are insufficient funds to repay any Receiver's Certificates as contemplated above, the unpaid Receiver's Certificates shall have a lien encumbering the Property having a priority senior to that of any Deed of Trust. The Receiver or the holder of the unpaid Receiver's Certificate is hereby authorized to execute and record in the Clerk and Recorder's Office for any county in which the real property is located Certificates of Lien putting third-parties on notice of such liens. Any such lien may be released of record by a Certificate of Release of Lien executed by the holder of the Receiver's Certificate and recorded in the county where such Certificate of Lien was previously recorded. The holder of the Receiver's Certificate

shall be entitled to all costs and expenses associated with enforcing such lien and such amount shall be secured by such lien.

28. Except as may be expressly authorized by the Receiver or approved by this Court, no person may buy, sell, or otherwise transfer any Property in the control of the Receiver.

29. Sheriff's assistance to enforce the terms of this Order in the form of peace-keeping duties is hereby authorized.

30. All real and personal property lessors to the Defendants are hereby enjoined, for a period not to exceed thirty days from entry of this Order, from seizing, or preventing the Receiver from taking possession of, the Property, or any portion thereof. Delivery of a copy of this Order on any such lessor shall serve as formal notice of this Order and the lessor's obligations under this paragraph.

31. All actions that are equitable in nature or purport to seek equitable relief against the Receiver, the Property, or the Receivership Estate are hereby stayed.

32. All who are acting, or have acted, on behalf of the Receiver at the request of the Receiver, are protected and privileged with the same immunities and protections of this Court as the Receiver has.

33. The Receiver shall serve notice of any request for relief or approval of any action filed this Order on every party filing an entry of appearance in this proceeding and on every person known to be an Interested Person in the Property. ("Interested Person" is defined in Sec. Sec. 10-138 of the Neglected Buildings Sections of the Code as "an owner, mortgagee, lienholder, or other person or entity that possesses an interest of record or an interest otherwise provable in the [P]roperty that becomes subject to the provisions of [the Neglected Buildings Sections of the Code]. The city ... [is] an interested person.).

34. Court approval of any motion or requests for authorization filed by the Receiver, shall be given as a matter of course, unless any party or Interested Person objects to the request for Court approval within ten (10) business days after the service by the Receiver of written notice of such request upon anyone entering an appearance in this action. Service of motions by electronic transmission is acceptable. The Court may grant any such relief requested by the Receiver, without any further notice of hearing, unless an objection to the requested relief is filed with the Court and served on the Receiver's counsel within ten days after the Receiver files its request. In the event of any objection to any Receiver's proposed action requiring the Court approval hereunder, then the Court shall promptly hold a hearing on such objection upon at least three (3) days' prior written notice to all objecting parties.

35. Any notice required hereunder shall be deemed served on the date it is deposited in the United States mail, first class postage prepaid, or served directly to counsel of record for any party or any party not represented by counsel, and any computation of time for purposes of this Order shall be governed by the provisions of Colorado Rules of Civil Procedure, Rule 6.

36. In the event that a bankruptcy case is filed by or against Defendants or any other person that would result in an Automatic Stay applicable to the Property during the pendency of this Receivership, the Defendants (the “Debtors”) must give notice of the same to this Court, to all parties, and to the Receiver, within 24 hours of the filing of the bankruptcy petition. Upon receipt of notice that a bankruptcy has been filed that includes as part of the Bankruptcy Estate any Property which is the subject of this Order, the Receiver shall do the following:

a. The Receiver shall immediately contact the Debtors to discuss whether the Receiver should, in the exercise of the Receiver’s sound discretion, move in the Bankruptcy Court for an Order for relief from the Receiver’s obligation to turn over the property (11 U.S.C. § 543) or for relief from the Automatic Stay, in whole or in part (11 USCS § 362).

b. If, in the exercise of the Receiver’s sound discretion, the Receiver decides not to make such a motion, then the Receiver shall immediately turn over the property of the Receivership Estate to either the trustee in bankruptcy, if one has been appointed, or if not, then to the Debtors, and otherwise comply with U.S.C. § 543.

c. If, in the exercise of the Receiver’s sound discretion, the Receiver decides to seek relief from the Receiver’s obligation to turn over the Property or relief from the Automatic Stay, then the Receiver is authorized to remain in possession and preserve the property pending the outcome of such motion (11 U.S.C. § 543(a)).

d. If, in the exercise of the Receiver’s sound discretion, the Receiver determines that a Trustee or Examiner (11 USCS § 1104) is appropriate or necessary to protect the Property in a bankruptcy case, then the Receiver is authorized to file such a motion with the Bankruptcy Court containing a detailed explanation of the reasons therefor, with notice of the motion and copy of the motion in this Court.

e. Notwithstanding the above, if the Receiver fails to file a motion within 10 court days after their receipt of notice of the filing of the bankruptcy petition, then the Receiver shall immediately turn over the property of the Debtors either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in the possession, and otherwise comply with 11 U.S.C. § 543.

f. The Receiver is authorized to retain legal counsel to assist the Receiver with the bankruptcy proceedings.

37. The Receiver shall continue in possession of the Property and the Receivership Estate until discharged by this Court. The Receiver shall endeavor to wind up the Receivership expeditiously in cooperation with the Parties to this action or otherwise at the direction of the Court. If no objections to the final report and motion for discharge have been delivered to the Court, the Receiver, and other parties having entered their appearance in this proceeding, by first class mail to such address as is reflected in the Court records within twenty (20) days after the final report and motion for discharge are filed with the Court, the final report may be accepted by the Court, and the Court will enter an order terminating the Receivership and discharging the Receiver.

DONE this _____ day of _____, 2016.

BY: _____
District Court Judge

EXHIBIT A

The “Property” shall be comprised of all of the real property related to the following real property (the “Real Property”):

601-609 Lipan Street, Denver Colorado, 80204; Legal Description: HUNTS ADDITION B41 L18 & 19; Parcel Number: 0504424035000; Owner: Tele Comm Resource LP, PO BOX 26018 Colorado Springs, Colorado, 80936-6018

3700 Gaylord Street, Denver, Colorado, 80205; Legal Description: CHEESMAN & MOFFATS B2 L1 TO 15 INC & W/2 OF VAC ALY ADJ PER ORD 2001-1017; Parcel Number: 0226101009000; Owner: Tele Comm Resource LP, PO BOX 26018 Colorado Springs, Colorado, 80936-6018

3701 York Street, Denver, Colorado, 80205; Legal Description: CHEESMAN & MOFFATS ADD B2 L16 TO 30 EXC NLY 179.75FT & E/2 OF VAC ALY ADJ ORD #2001-1017; Parcel Number 0226101011000; Owner: Tele Comm Resource LP, PO Box 26018 Colorado Springs, Colorado, 80936-6018

3749 York Street, Denver, Colorado, 80205; Legal Description: CHEESMAN & MOFFATS ADD B2 NLY 90.07FT OF L16 TO 30 & E/2 OF VAC ALY ADJ PER ORD 2001-1017; Parcel Number 0226101010000; Owner: Tele Comm Resource LP, PO BOX 26018 Colorado Springs, Colorado, 80936-6018

The Property shall also be comprised of all personal property, including all tangible and intangible property, owned by the Defendant and necessary to the operation of the Real Property, wherever such personal property is located (the “Personal Property”), as described below:

1. All financial assets related to the Property, including all revenues and income related to, or derived from, the Property, securities, checks, drafts, notes, certificates, deposits, rent payments, lease payments, revenues, royalties, income, issues, profits, insurance payments, condemnation awards, rent rolls,
2. All documents, books, records, and information related to the Real Property and the improvement of the Real Property, including development and construction plans and specifications, contractor lists, leases, blueprints, building permits, property entitlements, soil reports,

engineering reports, inspection reports, contracts to which Defendants are a party,

3. All accounts receivable and payable, notes payable, books of account, receipts, checkbooks, tax returns, certificates of deposits, escrowed funds and deposits, bank accounts, operating accounts, merchant accounts, security deposits, security deposits, payment intangibles, letter-of-credit rights (as such terms are defined in the UCC), and financial instruments. All such accounts shall be referred to as "Accounts."

4. All tangible property related to the Property including equipment, inventory, appliances, software, computers and computer equipment, office equipment, furniture, furnishings, fixtures, inventory, construction materials, motor vehicles, supplies, investment property, books and records, chattel paper all accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any tangible property whether now owned or hereafter acquired

5. All documents and other financial records relating to the Property including correspondence to, from or referring to, insurance policies, certificates and licenses, franchise agreements contracts to which Defendants are a party, rights, claims or chose in action of Defendants, general intangibles, whether in documentary or electronic form.

6. With respect to any records or information existing in computer memory or other electronic medium, such information shall be deemed to include the medium on which such information is stored and appropriate software and hardware to access such information.