LOAN CHECKLIST

	***************************************	an Date Maturity 09-2013 08-09-2024		Call / Coll 08A / 805	Account Of		www
Re	ferences in the hoves	above are for Lender's use o	nly and do not limit the	applicability of this docum	nent to any particular	loan or item.	

Any item above containing "***" has been omitted due to text length limitations.

COBBLESTONE CONDOMINIUM ASSOCIATION, Borrower:

INC. PO BOX 1503 FRISCO, CO 80443

Lender:

Alpine Bank, A Colorado Banking Corporation

Alpine Bank, A Colora Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

DESCRIPTION						
Loan Type: This is a Variable Rate Nondisclosable Loan to a Corporation for \$101,404.00 due on August 9, 2024. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 12 monthly consecutive interest payments, beginning September 9, 2013, with interest calculated on the unpaid principal balances at an interest rate of 5.500% based on a year of 360 days; 48 monthly consecutive principal and interest payments in the initial amount of \$1,104.36 each, beginning September 9, 2014, with interest calculated on the unpaid principal balances at an interest rate of 5.500% based on a year of 360 days; 71 monthly consecutive principal and interest payments in the initial amount of \$1,064.75 each, beginning September 9, 2018, with interest calculated on the unpaid principal balances at an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest calculated on the unpaid principal balances at an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest calculated on the unpaid principal balances at an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest rate of 4.250% based on a year of 360 days.						
Transaction Number: 46789.						
Collateral: This transaction is secured by UCC Collateral.						
Officer: 327 Blankenmeister, Brian						
Processor: SBUNTOC Bunton, Shelly						
Standard Product: Commercial Non RE LINE OF CREDIT.						
Standard Policy: Commercial non RE sec'd LOC.						
Branch Number and Name: 34 Alpine Bank Frisco.						
General Lending Policy for this transaction is governed by Colorado la transaction will be governed by the collateral law state as specified on the Collateral	w. Collateral documents printed through LASER PRO for this eral Summary Screen for each piece of collateral.					
LOAN DOCUMENT	S					
Loan Checklist Amortization Schedule Business Loan Agreement Promissory Note CO National UCC Financing Statement (Rev. 04/20/11): ANY AND ALL ACCOUNTS AND	Loan Request Summary Corporate Resolution: COBBLESTONE CONDOMINIUM ASSOCIATION, INC. CO Commercial Security Agreement: ANY AND ALL ACCOUNTS AND GENERAL INTANGIBLES, INCLUDING					
GENERAL INTANGIBLES, Disbursement Request and Authorization Errors and Omissions Agreement: COBBLESTONE CONDOMINIUM ASSOCIATION, INC. Boarding Data Sheet: Transaction 46789	WITHOUT LIMITATION THE RIGHT TO PAYMENT UNDER ANY AND ALL PAST, CURRENT OR FUTURE ASSESSMENTS OF OR BY THE DEBTOR (INCLUDING WITHOUT LIMITATION ANY AND ALL MONTHLY, ANNUAL, REGULAR, COMMON EXPENSE, AND SPECIAL ASSESSMENTS), AND ANY AND ALL AMOUNTS RECEIVED, DUE OR CHARGEABLE IN CONNECTION WITH SUCH ASSESSMENTS (INCLUDING WITHOUT LIMITATION LATE FEES, INTEREST, COSTS, AND ATTORNEY FEES), WHICH INCLUDES THE RIGHT TO COLLECT SUCH ASSESSMENTS AND AMOUNTS.; owned by COBBLESTONE CONDOMINIUM ASSOCIATION, INC.					
GENERAL INTANGIBLES, Disbursement Request and Authorization Errors and Omissions Agreement: COBBLESTONE CONDOMINIUM ASSOCIATION, INC.	ANY AND ALL PAST, CURRENT OR FUTURE ASSESSMENTS OF OR BY THE DEBTOR (INCLUDING WITHOUT LIMITATION ANY AND ALL MONTHLY, ANNUAL, REGULAR, COMMON EXPENSE, AND SPECIAL ASSESSMENTS), AND ANY AND ALL AMOUNTS RECEIVED, DUE OR CHARGEABLE IN CONNECTION WITH SUCH ASSESSMENTS (INCLUDING WITHOUT LIMITATION LATE FEES, INTEREST, COSTS, AND ATTORNEY FEES), WHICH INCLUDES THE RIGHT TO COLLECT SUCH ASSESSMENTS AND AMOUNTS. ; owned by COBBLESTONE CONDOMINIUM ASSOCIATION, INC.					
GENERAL INTANGIBLES, Disbursement Request and Authorization Errors and Omissions Agreement: COBBLESTONE CONDOMINIUM ASSOCIATION, INC. Boarding Data Sheet: Transaction 46789 This list of documents may not include all the documents needed for this	ANY AND ALL PAST, CURRENT OR FUTURE ASSESSMENTS OF OR BY THE DEBTOR (INCLUDING WITHOUT LIMITATION ANY AND ALL MONTHLY, ANNUAL, REGULAR, COMMON EXPENSE, AND SPECIAL ASSESSMENTS), AND ANY AND ALL AMOUNTS RECEIVED, DUE OR CHARGEABLE IN CONNECTION WITH SUCH ASSESSMENTS (INCLUDING WITHOUT LIMITATION LATE FEES, INTEREST, COSTS, AND ATTORNEY FEES), WHICH INCLUDES THE RIGHT TO COLLECT SUCH ASSESSMENTS AND AMOUNTS. ; owned by COBBLESTONE CONDOMINIUM ASSOCIATION, INC. transaction. Applications, verifications, and other specialized					

NO SSN/TIN. The social security or TIN number of SHERYL HOBBS has not been entered on the appropriate Customer Summary Screen. 2GLEAS0034S

In processing this loan, any omission warnings in this "Entry Omissions" section should be reviewed as provided below.

ADVISORY WARNINGS TO LENDER

INITIAL 365/360. In Document Options "Signers Initial 365/360 Int. Calc. Method" has been selected for this type of loan. At the time of execution of the loan documents, you should check that the signer has initialed the Interest Calculation Method paragraph where indicated on

Loan No: 3410068901

LOAN CHECKLIST (Continued)

the loan documents. Consult your legal counsel if you have questions. 3CLEAS0409S

365/360. A 365/360 interest calculation method has been selected for this loan. This calculation method results in a higher effective interest rate than the numeric interest rates stated in the loan documents. Before committing to this interest calculation method, you should consult your legal counsel or compliance officer. 3BLEAS0160S

365/360 MIN MAX. A 365/360 interest calculation method has been selected for this loan that also contains a ceiling, floor or default rate increase. Your legal counsel should be consulted to determine how a floor, ceiling, or default rate should be applied in conjunction with this accrual. 3BLEAS0163S

In processing this loan, any warnings in this "Advisory Warnings" section should be reviewed as provided below.

CRITICAL WARNINGS TO LENDER

In processing this loan, any warnings in this "Critical Warnings" section should be reviewed as provided below.

UCC FINANCING STATEMENT WARNINGS

COLORADO UCC FILING INFORMATION

Central Filing:

None Required.

In processing this loan, all UCC Financing Statement warnings appearing above should be reviewed.

CHECKLIST WARNINGS

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Harland Financial Solutions Customer Center at http://customercenter.harlandfinancialsolutions.com to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

LASER PRO Lending, Ver. 13.2.20.010 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - CO M:ICFILPLIA05.FC TR-46789 PR-81

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Officer Initials Call / Coll Account Loan No Maturity Loan Date **Principal** 327 08-09-2024 3410068901 08A / 805 08-09-2013 \$101,404.00 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Lender:

Alpine Bank, A Colorado Banking Corporation

Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

Corporation:

COBBLESTONE CONDOMINIUM ASSOCIATION,

INC. PO BOX 1503

FRISCO, CO 80443

WE, THE UNDERSIGNED, DO HEREBY CERTIFY AND STATE UNDER PENALTY OF PERJURY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Colorado. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 602-604 GRANITE STREET, FRISCO, CO 80443. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.:

NAMES	TITLES	<u>AUTHORIZED</u>	ACTUAL SIGNATURES
GAVIN CAMPBELL	PRESIDENT	Y	x
SHERYL HOBBS	TREASURER	Y	x Sales

ACTIONS AUTHORIZED. All of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, all of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated August 9, 2013.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL (Continued)

Loan No: 3410068901

CERTIFIED TO AND ATTESTED BY:

GAVIN CAMPBELL, PRESIDENT of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

STATE OF COLORADO

) SS

)

COUNTY OF

Subscribed and sworn to before me on this

day of

Page 2

Witness my hand and official seal.

My commission expires: 4

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Principal Coan Date: Maturity Coan No Coal Account Officer Initials
\$101,404.00 05-09-2013 08-09-2024 34:0066901 0887:805 327 /
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "** has been contitod due to text length limitations.
Any item above containing has occur officed due to text length infrateoris.

Corporation: COBBLESTONE CONDOMINIUM ASSOCIATION,

PO BOX 1503 FRISCO, CO 80443

Lender:

ACTUAL SIGNATURES

AM

124

Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

WE, THE UNDERSIGNED, DO HEREBY CERTIFY AND STATE UNDER PENALTY OF PERJURY THAT:

WE, THE UNDERSIGNED, DO HEREBY CERTIFY AND STATE UNDER PENALTY OF PERJURY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Colorado. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary fillings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 602-604 GRANITE STREET, FRISCO, CO 80443. Unless the Corporation has designated atherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on _______ at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions sat forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

TITLES

AUTHORIZED

GAVIN CAMPBELL PRESIDENT

ACTIONS AUTHORIZED. All of the authorized persons fished above may enter into any agreements of any nature with tagreements will bind the Corporation. Specifically, but without limitation, all of such authorized persons are authorized, directed to do the following for and on behalf of the Corporation: iture with Lender, and those authorized, empowered, and

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon be Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indobtedness of the Corporation to Lender at any time owing, however the same may be ovidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indobtedness is incurred, or at any other time or times, and may be either in addition to or in fleu of any property theretelore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such lions and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chaltel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has recoived notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and offact, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice designat is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements a representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated August 9, 2013.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL Loan No: 3410068901 (Continued)

Page 2

ERIC D. WEICHSELBAUMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084027387
MY COMMISSION EXPIRES NOV. 18, 2016

GAVIN CAMPBELL, PRESIDENT o CONDOMINIUM ASSOCIATION, INC. X SHERYL HOBBS, TREASURER OF COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

STATE OF COLORADO) SS ofore me on this (Subscribed and sworm to before me condominium Association Inc

NOTE: If the officers signing this Resolution are designated by the foregoing documents we will be a least one non-sutherized officer of the Corporation.

USCURIO Large Ver. 19.2.2019 Dept. Faring France Section. No. 1897, 2012. As Right Reserve. — OD MOSFUNCED TRANSPORTED FRAN

BUSINESS LOAN AGREEMENT

Principal Loan Date Maturity Loan No Call / Coll Account Officer 5101,404.00 08-09-2013 08-09-2024 3410068901 08A / 805 327

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

COBBLESTONE CONDOMINIUM ASSOCIATION,

INC.

PO BOX 1503 FRISCO, CO 80443 Lender:

Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

THIS BUSINESS LOAN AGREEMENT dated August 9, 2013, is made and executed between COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Borrower") and Alpine Bank, A Colorado Banking Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of August 9, 2013, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Colorado. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 602-604 GRANITE STREET, FRISCO, CO 80443. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, 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 any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (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 Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and 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. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial

BUSINESS LOAN AGREEMENT (Continued)

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condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, 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 Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

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

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower'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 any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. 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 Borrower. 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.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of

BUSINESS LOAN AGREEMENT (Continued)

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s _____ or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

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

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

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement 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.

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

Defective Collateralization. This Agreement 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.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower 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.

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.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

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

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. 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 Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

PRE-PAYMENT PENALTY. The following penalty amounts will apply and be paid by the Borrower if the loan is paid in full within the first Three years.

First Year: 3% of the Original Loan Amount Second Year: 2% of the Original Loan Amount Third Year: 1% of the Original Loan Amount.

PROVISION TO AMEND BINDING EFFECT SECTION.

BINDING EFFECT OF THE REPRESENTATIONS AND WARRANTIES SECTION IS AMENDED TO "THE SIGNATORIES ARE SIGNING IN THEIR REPRESENTATIVE CAPACITY.".

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

BUSINESS LOAN AGREEMENT (Continued)

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

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement 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 Agreement has been accepted by Lender in the State of Colorado.

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

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement 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 Agreement. Any party may change its address for notices under this Agreement 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, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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

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

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. 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 Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means COBBLESTONE CONDOMINIUM ASSOCIATION, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

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 Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

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

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

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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.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Alpine Bank, A Colorado Banking Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated August 9, 2013 and executed by COBBLESTONE CONDOMINIUM ASSOCIATION, INC. in the principal amount of \$101,404.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUST 9, 2013.

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.	
By:	By: Shah
GAVIN CAMPBELL, PRESIDENT of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.	SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

ALPINE BANK, A COLORADO BANKING CORPORATION

Authorized Signer

BORROWER:

LENDER:

SER PRO Lending, Ver. 13.2,20.010 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - CO MtlCFILPL(C40.FC TR-46789 PR-81

Loan No: 3410068901

BUSINESS LOAN AGREEMENT (Continued)

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.

Indebtedness. The word "Indebtedness" means the Indebtedness evidenced by the Note or Related Documents, including all principal and Interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Alpino Bank, A Colorado Banking Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated August 9, 2013 and executed by COBBLESTONE CONDOMINIUM ASSOCIATION, INC. in the principal amount of \$101,404.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

apparent of the ficts of Gradit agreement.	
Related Documents. The words "Related Documents" mean agreements, guaranties, security agreements, mortgages, deeds agreements and documents, whether now or hereafter existing,	all promissory notes, credit agreements, loan agreements, environmenta s of trust, security deeds, collatoral mortgages, and all other instruments executed in connection with the Loan.
Security Agreement. The words "Security Agreement" mea arrangements, understandings or other agreements, whether cre- creating a Security Interest.	n and include without limitation any agreements, promises, covenants ated by law, contract, or otherwise, evidencing, governing, representing, or
whether in the form of a lien, charge, encumbrance, mortgage, mortgage, collateral chattel mortgage, chattel trust, factor's li-	ut limitation, any and all types of collateral security, present and future a, dead of trust, security deed, assignment, piedge, crop piedge, chatte en, equipment trust, conditional sale, trust receipt, lien or title retention or any other security or lien interest whatsoever whether created by law
BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISION ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUS	S OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO T 9, 2013.
BORROWER:	
COBBLESTONE CONDOMINIUM ASSOCIATION, INC. By: GAVIN CAMPBELL, PRESIDENT OF COBBLESTONE CONDOMINIUM ASSOCIATION, INC. LENDER:	By: SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
ALPINE SANK, A COLORADO BANKING CORPORATION	
By:Authorized Signer	
USSTROLLETTY Vir. 11220010 Cop. Kernel Practic Collins	PC 1887, 2213 - AN RIGHA PORTONAL - COL SECURIZACIONE TRANSICO PRESI

PROMISSORY NOTE

Officer Initials Call / Coll Loan No Maturity Principal Loan Date 327 08-09-2024 3410068901 08A / 805 08-09-2013 \$101,404.00 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item

Any item above containing "***" has been omitted due to text length limitations. Any item above containing

Borrower:

COBBLESTONE CONDOMINIUM ASSOCIATION,

INC. PO BOX 1503 FRISCO, CO 80443 Lender:

Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Rifle, CO 81650

(800) 551-6098

Principal Amount: \$101,404.00

Date of Note: August 9, 2013 PROMISE TO PAY. COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Borrower") promises to pay to Alpine Bank, A Colorado Banking Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred One Thousand Four

Hundred Four & 00/100 Dollars (\$101,404.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance. PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following PATIMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 12 monthly consecutive interest payments, beginning September 9, 2013, with interest calculated on the unpaid principal balances using an interest rate of 5.500%; 48 monthly consecutive principal and interest payments in the initial amount of \$1,104.36 each, beginning September 9, 2014, with interest calculated on the unpaid principal and interest payments in the initial amount of \$1,064.75 each, beginning September 9, 2018, with interest calculated on the unpaid principal balances using an interest rate based on the IP Morgan Chase Bank prime rate as posted of

rate of 5.500%; 71 monthly consecutive principal and interest payments in the initial amount of \$1,004.75 each, beginning September 5, 2016, with interest calculated on the unpaid principal balances using an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest rate of 4.250%; and one principal and interest payment of \$1,064.92 on August 9, 2024, with interest calculated on the unpaid principal balances using an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest rate of 4.250%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied to Alpine Protection Plus, then to Escrow payments, then to Accrued Interest, then to Principal, then to any Late Charges, then to Collection Costs.

Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year on the anniverary date of the note, which is the rate change date of the note. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than (except for any higher default rate shown below) the lesser of 24.000% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan. will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note. (Initial Here

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Alpine Bank, A Colorado Banking Corporation: Alpine Bank Frisco: 400 7th Street South: Rifle, CO 81650. Corporation; Alpine Bank Frisco; 400 7th Street South; Rifle, CO 81650.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged \$15.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 24.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note 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.

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

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower 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.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the

Loan No: 3410068901

PROMISSORY NOTE (Continued)

same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES: EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the reasonable costs of such collection. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note 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 Note has been accepted by Lender in the State of Colorado.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Summit County, State of Colorado.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$40.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

FEDERAL COURT WAIVER. Lender and I hereby waive the right to remove any dispute which is in litigation in state courts to the federal courts.

PRE-PAYMENT PENALTY. The following penalty amounts will apply and be paid by the Borrower if the loan is paid in full within the first Three years.

First Year: 3% of the Original Loan Amount Second Year: 2% of the Original Loan Amount Third Year: 1% of the Original Loan Amount.

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Alpine Bank, A Colorado Banking Corporation, Alpine Bank Frisco, 400 7th Street South, Rifle, CO 81650.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

By:

GAVIN CAMPBELL, PRESIDENT of COBBLESTONE
CONDOMINIUM ASSOCIATION, INC.

By:
SHERYL HOBBS, TREASURER of COBBLESTONE
CONDOMINIUM ASSOCIATION, INC.

PROMISSORY NOTE

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Principal Call Date Maturity	E-boan-No - Bobs col - Account - Cificer Initiate
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References in the boxes above are for Lender's use	only and do not fimit the applicability of this document to any particular loan or item.

Any Item above containing ""**** has been omitted due to text length limitations

Borrower:

COBBLESTONE CONDOMINIUM ASSOCIATION, PO BOX 1503 FRISCO, CO 80443

Lender:

Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Riffe, CO 81650 (800) 551-6098

Principal Amount: \$101,404.00

Date of Note: August 9, 2013

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PROMISE TO PAY. COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Borrower") promises to pay to Alpine Bank, A Colorado Banking Corporation ("Lendor"), or order, in lawful money of the United States of America, the principal amount of One Hundred One Thousand Four Hundred Four & 00/100 Dollars (\$101,404.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this ioan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the Interest rates described in this paragraph: 12 monthly consecutive interest payments, beginning September 9, 2013, with interest calculated on the unpaid principal balances using an interest rate of 5.500%; 71 monthly consecutive principal and interest payments in the initial amount of \$1,04.36 each, beginning September 9, 2014, with interest calculated on the unpaid principal balances using an interest rate based on the unpaid principal balances using an interest rate based on the UP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest rate of 4.250%; and one principal and interest payment of \$1,064.92 on August 9, 2024, with interest calculated on the unpaid principal balances using an interest rate based on the JP Morgan Chase Bank prime rate as posted at www.jpmorganchase.com (currently 3.250%), plus a margin of 1.000 percentage points, resulting in an initial interest rate of 4.250%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable taw, payments will be applied to Alpine Protection Plus, then to Escrow payments, then to Accrued Interest, then to Principal, then to any Late Charges, then to Collection Costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writ

Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the JP Morgan Chase Bank prime rate as posted at www.lpmorgenchase.com (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its ioans. If the Index becomes unaveilable during the term of this loan, Lender may designate a substitute index rate rotifying Borrower. Londer will toil Borrower the current Index rate upon Borrower's request. The Interest rate change will not occur more often than each year on the anniverary date of the note, which is the rate change date of the note. Borrower understands that Londer may make loans based on other rates as well. The Index currently is 3.250% per annum. The Interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates sot forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the Interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than (except for any ligher default rate shown below) the lesser of 24.000% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) Increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is custanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note. (initial Here

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without panalty sill or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Alpine Bank, A Colorade Banking Corporation; Alpine Bank Frisco; 400 7th Street South; Rifle, CO 31

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged \$15.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 24.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower falls to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of crodit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note 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.

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of the indebtodness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes disputes the validity of, or liability under, any guaranty of the indebtodness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

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

insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the

PROMISSORY NOTE (Continued)

same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the reasonable costs of such collection. This includes, subject to any limits under applicable law, Lender's attermays' fees and Lender's legal expenses, whether or not thore is a lawsuit, including without limitation attermays' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the lathe State of Colorado without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Colorado.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Summit County,

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$40,00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of sotoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keegh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

FEDERAL COURT WAIVER. Lender and I hereby waive the right to remove any dispute which is in liligation in state courts to the federal courts.

PRE-PAYMENT PENALTY. The following penalty amounts will apply and be paid by the Borrower if the loan is paid in full within the first Three

First Year: 3% of the Original Loan Amount Second Year: 2% of the Original Loan Amount Third Year: 1% of the Original Loan Amount.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Sorrower may notify Lender if Lender reports any inaccurate information about Serrower's account(s) to a consumer reporting agency. Sorrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Alpine Bank, A Colorado Banking Corporation, Alpine Bank Frisco, 400 7th Street South, Rifle, CO 81650.

GENERAL PROVISIONS. If any pert of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guaranter or collateral; or impelr, fall to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

GAVIN CAMPBELL, PRESIDENT, CONDOMINIUM ASSOCIATION,

COBBLESTONE CONDOMINIUM ASSOCIAT

SHERYL HOBBS, TREASURER OF COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

LASEN PROLETTING Voc 13200017 Cop. Market Francis Societa. Inc. 1357.2913. All Right Reserved. - CO. M.CFARLOXISC TRAITES PROS

COMMERCIAL SECURITY AGREEMENT

Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials \$101,404.00 08-09-2013 08-09-2024 3410068901 08A / 805 327

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Grantor:

COBBLESTONE CONDOMINIUM ASSOCIATION,

INC.

PO BOX 1503 FRISCO, CO 80443 Lender:

Alpine Bank, A Colorado Banking Corporation

Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

THIS COMMERCIAL SECURITY AGREEMENT dated August 9, 2013, is made and executed between COBBLESTONE CONDOMINIUM ASSOCIATION, INC. ("Grantor") and Alpine Bank, A Colorado Banking Corporation ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

ANY AND ALL ACCOUNTS AND GENERAL INTANGIBLES, INCLUDING WITHOUT LIMITATION THE RIGHT TO PAYMENT UNDER ANY AND ALL PAST, CURRENT OR FUTURE ASSESSMENTS OF OR BY THE DEBTOR (INCLUDING WITHOUT LIMITATION ANY AND ALL MONTHLY, ANNUAL, REGULAR, COMMON EXPENSE, AND SPECIAL ASSESSMENTS), AND ANY AND ALL AMOUNTS RECEIVED, DUE OR CHARGEABLE IN CONNECTION WITH SUCH ASSESSMENTS (INCLUDING WITHOUT LIMITATION LATE FEES, INTEREST, COSTS, AND ATTORNEY FEES), WHICH INCLUDES THE RIGHT TO COLLECT SUCH ASSESSMENTS AND AMOUNTS.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented.

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 3410068901

Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral 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 Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, 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 and not including any disclaimer of the insurer's liability for failure to give such a notice. 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. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement 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 Agreement 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 Collateral and paying all costs for insuring, maintaining and preserving the Collateral. 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 Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

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 Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 3410068901

agreement between Lender and Grantor.

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

Insolvency. The dissolution or termination of Grantor's existence as a going business, 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 collateral 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.

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

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Colorado Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral 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 Collateral 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

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. 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 Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

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

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

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 3410068901

laws of the State of Colorado without regard to its conflicts of law provisions. This Agreement 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 Summit County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. 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 Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement 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 Agreement. Any party may change its address for notices under this Agreement 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.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, 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.

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

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

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. 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 Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means COBBLESTONE CONDOMINIUM ASSOCIATION, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Agreement 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 Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means COBBLESTONE CONDOMINIUM ASSOCIATION, INC...

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

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

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Alpine Bank, A Colorado Banking Corporation, its successors and assigns.

Note. The word "Note" means the Note dated August 9, 2013 and executed by COBBLESTONE CONDOMINIUM ASSOCIATION, INC. in the principal amount of \$101,404.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

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

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS, THIS AGREEMENT IS DATED AUGUST 9, 2013.

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 3410068901

Page 5

GRANTOR:

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By:

GAVIN CAMPBELL, PRESIDENT of COBBLESTONE
CONDOMINIUM ASSOCIATION, INC.

SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

GRANTOR:

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By: AVIN CAMPBELL, PRESIDENT OF COBBLESTONE

By:
SHERYL HOBBS, TREASURER of COBBLESTONE
CONDOMINIUM ASSOCIATION, INC.

Polandra Vir. 13.2.20.010 Copt. Marcid Frenchischtorn, Inc. 1007, 2013. ASHLyin Romand. - CO. M. CHILLEGIFC TRADIES

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal \$101,404.4			Loan No 341006890		/ 805	ccount	Officer 327	Initials
References	in the boxes above are f Any iten	or Lender's use onl n above containing	y and do not lin "***" has been	nit the applicabi omitted due to	lity of this docume text length limita	ent to any partic tions.	cular loan or	item.
Borrower:	COBBLESTONE CONDO INC. PO BOX 1503 FRISCO, CO 80443	MINIUM ASSOCIAT	ION,	Lender:	Alpine Bank, A Alpine Bank Fris 400 7th Street Rifle, CO 8165 (800) 551-6098	co South O	ng Corporatio	> n
LOAN TYPE.	This is a Variable Rate N	londisclosable Loan	to a Corporatio	n for \$101,404	-,00 due on Augus	st 9, 2024.		e e e
PRIMARY PU	RPOSE OF LOAN. The p	rimary purpose of t	his loan is for:					
	Personal, Family, or Hou	sehold Purposes or	Personal Invest	ment.				•
X	Business (Including Real	Estate Investment)	•			•		
DISBURSEME	RPOSE. The specific purposer in the specific purposer in the specific purposer is a satisfied. Please disbusted in the satisfied.	rrower understands	that no loan p	roceeds will be		of Lender's co	onditions for	making the
	Undisbursed l				\$100,000.00			
	\$46.00 R	s Financed: cording - UCC ecording - Assignm Attorney Fees	ent		\$404.00			
		d Prepaid Finance C D Loan Origination			\$1,000.00	_	•	
	Note Principa	l:			\$101,404.00			
FINANCIAL C	IN PROVIDED ABOVE IS CONDITION AS DISCLOSUST 9, 2013.		CT AND THAT	THERE HAS BE	EN NO MATERIAL	. ADVERSE CH	ANGE IN BO	RROWER'S
COBBLESTOR	NE CONDOMINIUM ASSO	CIATION, INC.		2		2 <i>(</i>))	
By: GAVIN C	AMPBELL, PRESIDENT	of COBBLESTONE		SHERYL HO	DBBS, TREASUR	ER of COBBLE	STONE	
	INIUM ASSOCIATION, IN				IUM ASSOCIATIO			
		DEBT	CANCELLAT	ION DISCLO	SURE			
VOLUNTARY	DEBT CANCELLATION.	DEBT CANCELLAT	ION IS NOT REC	QUIRED TO OBT	TAIN CREDIT.			
(A) Borr (B) Debt	low, Borrower acknowled ower is not eligible for Do Cancellation is not avail prower is eligible and Del	abt Cancellation; able from Lender; o	r			r one of the fol	lowing reaso	ons:
Prior to signin	g this Debt Cancellation	Notice on August 9	, 2013, Borrow	er read and und	erstood all of the	provisions of th	nis Disclosure	e.
BORROWER:								
COBBLESTON	IE CONDOMINIUM ASSO	CIATION, INC.		(7-1		\	
By:			F	By:		1. le 1	\mathcal{I}	
GAVIN C	AMPBELL, PRESIDENT INIUM ASSOCIATION, IN		_	SHERYL HO	BBS, TREASUR UM ASSOCIATIO	ER of COBBLE	STONE	

	DISBURSEMENT REQUI	EST AND A	AUTHORIZATION
Principa \$101-404	50an-Date Maturity Loans 60 08-09-2015 08-09-2024 3410068	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	Account Office initials
	es in the boxes above are for Lender's use only and do no Any item above containing "**** has it		
Borrower:	COBBLESTONE CONDOMINIUM ASSOCIATION, INC. PO BOX 1503 FRISCO, CO 80443	Lender:	Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Riffs, CO 81650 (800) 551-6098
LOAN TYPE	This is a Variable Rate Nondisclosable Loan to a Corpor	nation for \$101,40	4.00 due on August 9, 2024.
PRIMARY P	URPOSE OF LOAN. The primary purpose of this loan is for	on	
[Personal, Family, or Household Purposes or Personal In	vestment.	
5	Business (including Real Estate Investment).		
DISBURSEM	JRPOSE. The specific purpose of this loan is: BUILDING JENT INSTRUCTIONS. Borrower understands that no loa een satisfied. Please disburse the loan proceeds of \$101.	in proceeds will be	disbursed until all of Lender's conditions for making the
	Undisbursed Funds:		\$100,000.00
	Other Charges Financed: \$8.00 Recording - UCC \$46.00 Recording - Assignment \$350.00 Attorney Fees		\$404.00
	Total Financed Prepaid Finance Charges: \$1,000.00 Loan Origination Fee (1.0%)		\$1,000.00
	Note Principal:	,	\$101,404.00
INFORMATI FINANCIAL	ON PROVIDED ABOVE IS TRUE AND CORRECT AND TH	at there has b	PRESENTS AND WARRANTS TO LENDER THAT THE EEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S L STATEMENT TO LENDER. THIS AUTHORIZATION IS
BORROWER	Ŀ		
By: GAVIN	ONE CONDOMINUM ASSOCIATION, INC. CAMPBELL, PRESIDENT OF COBBLESTONE MINIUM ASSOCIATION, NC.		iobbs, treasurer of cobblestone Nium association, inc.
	DEBT CANCELL	ATION DISCL	DSURE
VOLUNTAR	Y DEBT CANCELLATION. DEBT CANCELLATION IS NOT	REQUIRED TO O	BTAIN CREDIT.
(A) Bo (B) Do (C) If I	pelow, Borrower acknowledges that Borrower is not obtain prower is not eligible for Debt Cancellation; but Cancellation is not available from Lender; or Borrower is eligible and Debt Cancellation is available from ting this Debt Cancellation Notice on August 9, 2013, Bo	n Lender, Borrowe	r does not want it.
BORROWER			

COBBLESTONE CONDOMINIUM ASSOCIATION INC.

By:
GAVIN CAMPBELL, PRESIDENT OF COBBLESTONE
CONDOMINIUM ASSOCIATION, INC.

By: SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

ERRORS AND OMISSIONS AGREEMENT

		Loan Date Maturi 08-09-2013 08-09-2		Account		
Re	eferences in the	boxes above are for Lender's Any item above cor	not limit the applicab been omitted due to		cular loan	or item.

Borrower:

COBBLESTONE CONDOMINIUM ASSOCIATION,

INC.

PO BOX 1503 FRISCO, CO 80443 Lender:

Alpine Bank, A Colorado Banking Corporation

Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

LOAN NO.: 3410068901

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this August 9, 2013

Sworn to and subscribed before me this

BORROWER:

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.	
By: GAVIN CAMPBELL, PRESIDENT of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.	By: SHERYL HOBBS, TREASURER of COBBLESTONE CONDOMINIUM ASSOCIATION, INC.
<u>ath</u>	A 1

ASER PRO Lending, Ver. 13.2.20.010 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - CO M:\CFILP\1/26,PC TR-45789 PR-81

My Commission Expires:

ERRORS AND OMISSIONS AGREEMENT

ERRORS AND OMISSIONS AGREEMENT	١
Principal Loan Date Maturity Loan No Call/ Golf Account Officer Initials (Initials) \$103,404.00 08-09-2015 08-09-2024 3410068901 -084/305 327 327	l
References in the boxos above are for Londor's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.	

Borrower:

COBBLESTONE CONDOMINIUM ASSOCIATION, INC. PO BOX 1503 FRISCO, CO 80443

Lender:

Alpine Bank, A Colorado Banking Corporation Alpine Bank Frisco 400 7th Street South Rifle, CO 81650 (800) 551-6098

LOAN NO.: 3410068901

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this ican agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or destrable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an Investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this August 9, 2013

BORROWER:

COBBLESTONE CONDOMINIUM ASSOCIA

By: GAVIN CAMPBELL, PRESIDENT OF COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

SHERYL HOBBS, TREASURER OF COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

Sworn to and subscribed before me this

ERIC D. WEICHSELBAUMER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084027387

MY COMMISSION EXPIRES NOV. 18, 2016

My Commission Expires:

LASERING LANGES VAN 13.2 20.010 Copy, Ranked Francis Soldons, Tro. 1977, 2013. AURICID Reserve. -CO. LACERLIP LOS PROFES TRAFFES PRAS

ALPINE BANK, FRISCO AGREEMENT FOR DECLARATION, LEVY AND ASSIGNMENT OF ASSOCIATION ASSESSMENTS AND DUES

THIS AGREEMENT FOR DECLARATION, LEVY AND ASSIGNMENT OF ASSOCIATION ASSESSMENTS AND DUES is made this 9th day of August, 2013, between COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Colorado non-profit corporation (the "Association"), and ALPINE BANK, FRISCO (the "Bank").

WITNESSETH:

WHEREAS, the Association, acting by and through its duly authorized officers pursuant to duly adopted resolution of its Executive Board (the "Board") dated August 9, 2013, and approved by a vote of the majority of the members of the Association on July 19, 2013, and as authorized by the Condominium Declaration for Cobblestone Condominiums recorded as Reception No. 285689 of the Summit County records ("Declaration"), its Bylaws and Articles of Incorporation (collectively "Governing Documents"), and by C.R.S. § 7-123-102, desires to borrow monies from the Bank, said borrowing to be evidenced by a promissory note dated August 9, 2013, Loan No. 3410068901, made by the Association payable to the Bank in the principal sum of One Hundred One Thousand Four Hundred Four Dollars (\$101,404.00) with an initial interest rate of 5.5% per annum as set forth in the promissory note (the "Note" or the "Loan") and to secure the Loan with an assignment of dues and assessments. The purpose of the Loan is to finance replacement of existing roofs and decks (the "Project")

NOW, THEREFORE, the parties have agreed as follows:

- 1. The Association represents and warrants to the Bank that the statements set forth in the foregoing recitals are true and correct in all respects.
- 2. As an inducement to making the Loan, and to secure repayment of the Note, the Association does hereby agree to declare and levy general and/or special assessments in an amount sufficient to pay the Note with interest, all in accordance with the terms thereof, together with any collection costs and charges that may become due to the Bank, including reasonable attorney's fees, and assigns, transfers and conveys the same to the Bank as Collateral for the Loan. The Association shall provide the Bank with copies of all records showing such assessments and the payment thereof by Association members at any time upon request by the Bank.
- 3. The Association hereby irrevocably assigns to the Bank all of the Association's rights of collection of dues and assessments (including general and special assessments) and related rights as set forth more fully in the Articles of Incorporation, Bylaws, and Declaration. This assignment shall include all rights conferred upon or granted to the Association by said documents and any amendments thereto, including, without limitation, the right to impose and collect dues, assessments of any kind, the

proceeds from any assessments, the right to collect any amount assessed but uncollected, and the right to enforce any lien or other remedy as set forth in said documents. In addition to any other remedy of the Bank pursuant to this agreement or any other Loan document, in the event of default by an owner in payment of the Loan financing and related charges, the Bank may pursue said defaulting owner and/or make additional assessments proportionally against any non-defaulting owners in such amount necessary for said defaulting owner's proportionate share of the principal balance of the Loan, financing and related charges, as well as attorney's fees and costs incurred. Unless and until default under the Loan and exercise by the Bank of the rights assigned hereby, the Association shall continue to have the right to exercise the rights of levy and collection of assessments and dues.

4. Association represents and warrants to Bank as follows:

- a. The Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of Colorado, with all requisite corporate power and authority to carry on its business as presently being conducted, including without limitation, obtaining the loan, making and levying the assessments hereby assigned and such additional assessments as shall be necessary to pay the Note, and placing liens against units of the owners defaulting in payment of assessments made and levied, that a copy of the Articles of Incorporation, By-Laws and Declaration of the Association, together with any amendments or supplements thereto, has been delivered to the Bank, and that all requisite Association and membership action has been taken with respect to authorizing the borrowing contemplated hereby and making and levying of the assessments hereby assigned and the authorization and execution of this Agreement for Declaration, Levy and Assignment of Association Assessments and Dues and completion and performance of all acts, promises, and covenants as contemplated herein.
- b. The Association has submitted to the owners of the property within the Association the question of funding the Project and approval of assessments to finance the Project, which questions were approved by a majority of the property owners pursuant to the Bylaws and Declaration.
- c. Pursuant to the Governing Documents, the Association has or shall levy assessments against each individual unit in the Association to provide payment for the Project and/or estimated expenses arising out of or in connection with repayment of the Loan.
- d. The Association shall enforce collection of any and all assessments levied, and if necessary, make and levy supplemental or special assessments, and to pay in full the Note when due, and, in the event of default thereon, covenants and agrees that the Bank may, without waiver of any other rights or requirements to give further notice, acting as attorney-in-fact for the Association, and pursuant to its powers, make and enforce said assessments by placing liens on all units owned by members of the Association who have not paid such assessments, and to foreclose upon the same; and, in such event, the

Association also grants the Bank, at its option, the additional right to levy, assess, lien, and foreclose on the units of nonpaying members as the Bank may determine necessary to collect that unit's share of any indebtedness due under the Note, notwithstanding that such assessment amount may exceed the assessment originally made against such nonpaying members in order that the Bank may be able to collect the full extent of any indebtedness due under the Note. Subject to the limitations set forth in the Bylaws and Articles of Incorporation of the Association and the Declaration, it is the specific intent of this provision to grant the Bank, at the Bank's option, the right, in the event of default, to collect the full indebtedness and all other lawful charges then due Bank by foreclosure of said additional liens upon units of any one or more nonpaying members of the Association of so many units of nonpaying members as may be necessary to fully satisfy the indebtedness without the need to proceed against every nonpaying member's unit.

- e. Pursuant to the Articles of Incorporation, Bylaws, Declaration of the Association, and C.R.S. § 7-123-102, the Board has the powers and duties necessary for the administration of the Association, including the authority to enter into this agreement and the loan transaction and documents contemplated herein.
- f. Pursuant to the Articles of Incorporation, Bylaws of the Association, and C.R.S. § 7-123-102, the Board may borrow funds in order to pay for the Project.
- g. The Association has not previously assigned, encumbered or hypothecated any part of the general or special assessments of the individual unit owners.
- h. The Association has made and will make in the future appropriate provisions in its annual operating budget for repayment of the loan.
- i. The Association has not and will not do or cause or permit to be done or fail to do any act that would impede payment of any general or special assessment, impair collection of any general or special assessment, impair repayment of the loan, or impair the security given for the Loan.
- j. The Association will perform all acts necessary and proper to enforce collection of the general or special assessments and payment of the loan.
- 5. The Board has adopted a Resolution at a meeting duly called at which a quorum existed, not in conflict with statutes of the State of Colorado, Articles of Incorporation of the Association, and the Bylaws of the Association authorizing Gavin Campbell, President of the Association, and Sheryl Hobbs, Treasurer of the Association, to execute all instruments necessary and proper to formalize and effectuate the loan and security therefor.
- 6. The loan proceeds shall be used solely by the Association for the purpose of funding the Project.

- 7. The Association delivered to the Bank a statement of the Association's financial condition, which fairly presents the financial condition of the Association for the period and as of the date stated, all in accordance with generally accepted accounting principles consistently applied and that still reasonably reflects the current financial condition of the Association.
- 8. The Association shall be in default upon the happening of any one or more of the following:
- a. Failure to pay any installment of principal or interest required by or is otherwise in default under any provision of the Note or any loan document;
- b. Defaults in the performance of the terms and conditions of this agreement;
- c. Any warranty made by the Association is untrue in any material respect, or any schedule, statement, report, notice, or writing furnished by the Association to the Bank is untrue in any material respect on the date of which such facts set forth are stated or certified.
- 9. The Association further covenants and agrees to pay, as part of any assessment, all costs and attorney's fees incurred by the Bank in any collection, enforcement, or foreclosure proceeding by reason hereof, or any default under the Note. The Association also agrees to protect, indemnify, and hold harmless the Bank for any claim, demand, or liability, absolute or contingent, including attorney's fees, arising out of acts of the Bank in accordance herewith, including, but not limited to, liening or foreclosure of any assessment lien by Bank. The Association shall reimburse the Bank for fees and expenses incurred by the Bank in preparing any loan documents and up to \$1,000.00 in fees incurred by the Bank for attorney review and preparation of this agreement.
- 10. The Association agrees that it shall, at the request of the Bank, execute and deliver any and all additional documents and shall do any and all acts and things reasonably required in connection with the performance of the obligations undertaken hereunder and to effectuate the intent of the parties hereto.
- 11. Should any provision of this instrument be held to be invalid or unenforceable, the remainder of this instrument shall survive and be enforceable in accordance with its terms so long as the overall intentions of the parties are effectuated by the enforcement of the remainder of this instrument.
- 12. Time is of the essence with respect to performance by the Association of each and every covenant, condition, promise and term of the Association under this agreement.

- 13. All representations or warranties of the Association shall survive the execution and delivery of this agreement and the Promissory Note, and nothing shall affect the representations or warranties of the Association or the right of the Bank to rely on or enforce them. This Assignment and the obligations of the Association and the rights of the Bank set forth herein shall be in addition to all rights, obligations and other provisions set forth in the Loan documents.
- 14. This agreement shall be binding upon and inure to the benefit of the Bank and the Association and their respective successors and assigns.
- 15. Once Association has repaid the Loan, and there are no longer any outstanding obligations of Association to Bank under the Loan and/or any of the other Loan Documents, this Assignment shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, the Bank has caused its corporate name to be hereunto subscribed by its undersigned officer, and the Association has caused its corporate name to be hereunto subscribed by its undersigned officers.

Dated: August 9, 2013

By: Brian Blanker
Assistant Vice 7

COBBLESTONE CONDOMINIUM
ASSOCIATION, INC.

By: Gavin Campbell, President

Freasurer

- 13. All representations or warranties of the Association shall survive the execution and delivery of this agreement and the Promissory Note, and nothing shall affect the representations or warranties of the Association or the right of the Bank to rely on or enforce them. This Assignment and the obligations of the Association and the rights of the Bank set forth herein shall be in addition to all rights, obligations and other provisions set forth in the Loan documents.
- 14. This agreement shall be binding upon and inure to the benefit of the Bank and the Association and their respective successors and assigns.
- 15. Once Association has repaid the Loan, and there are no longer any outstanding obligations of Association to Bank under the Loan and/or any of the other Loan Documents, this Assignment shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, the Bank has caused its corporate name to be hereunto subscribed by its undersigned officer, and the Association has caused its corporate name to be hereunto subscribed by its undersigned officers.

ALPINE BANK, FRISCO

Sheryi Hobbs, Treasurer

Dated: August 9, 2013

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By:

Gavin Campbell, President

NOTICE OF

ASSIGNMENT OF ASSESSMENTS

TO ALPINE BANK

NOTICE IS HEREBY GIVEN, that COBBLESTONE CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is P. O. Box 1503, Frisco, CO 80443, hereinafter referred to as the "Association," has assigned to and for the benefit of ALPINE BANK, a Colorado banking corporation, whose address is P. O. Box 4457, Frisco, CO 80443, hereinafter referred to as "Bank," the proceeds from the annual assessment and any special assessments of the members of the Association.

WITNESSETH:

WHEREAS, the Association has received a loan from the Bank to carry out its obligations set forth in the Condominium Declaration for Cobblestone Condominiums* filed for record in the office of the Clerk and Recorder of Summit County, Colorado, as Reception No. 285689, hereinafter referred to as the "Declaration;" and

WHEREAS, the Executive Board of the Association has adopted a Resolution authorizing the entrance into the loan with the Bank, pursuant to the provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association; and

WHEREAS, the Association has made a certain Promissory Note dated August 9, 2013, payable to the Bank in the principal amount of \$101,404.00, hereinafter referred to as the "Promissory Note."

NOW, THEREFORE, a partial summary of the obligations of the Association pursuant to the documentation formalizing the loan are as follows:

- 1. <u>Declaration of Annual and Special Assessments</u>. The Association shall declare, assess and levy annual and special assessments against its members, in the manner set forth in the Declaration, in amounts sufficient to timely make the payments required by the Promissory Note during the applicable assessment year.
- 2. <u>Collateral Assignment of Assessment Proceeds</u>. To secure the timely repayment of all sums due and owing pursuant to the Promissory Note, the Association irrevocably collaterally assigns and transfers to the Bank the proceeds of the annual and special assessments of the members.
- 3. <u>Monetary Default</u>. In the event of a default under the terms and conditions of the Promissory Note or under any other document executed for or in connection with the Promissory Note or the granting of security therefor by the Association to the Bank, the Association shall:

- a. Deliver to the Bank the proceeds of the annual and special assessments; and
- b. Enforce the collection of the annual assessment and any special assessments which have been assessed against the members; and
- c. Assess such additional annual and supplemental assessments as are necessary to pay all sums due and owing pursuant to the Promissory Note.
- 4. <u>Bank as Attorney-in-Fact</u>. The Association has designated the Bank as its attorney-in-fact to assess and collect annual assessments and supplemental assessments in accordance with the provisions of the Declaration to collect all sums due and owing to the Bank pursuant to the Promissory Note from the members of the Association.

IN WITNESS WHEREOF, the Association has caused its name to be hereunto subscribed by its President and Treasurer on the 9th day of August, 2013.

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By:	·
•	Gavin Campbell
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	Shervi Hobbs \\

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IN WITNESS WHEREOF, the Association has caused its name to be hereunto subscribed by its President and Treasurer on the 9th day of August, 2013.

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

By:

Gavin Campbell

Sheryl Hobbs

ACKNOWLEDGMENT

STATE OF COLORADO)	
) ss.	
COUNTY OF SUMMIT)

Gavin Campbell, the President of Cobblestone Condominium Association, Inc., and Sheryl Hobbs, the Treasurer, have executed the foregoing Notice of Assignment of Assessments and hereby declare that they are the authorized officers of the Association to execute this Notice of Assignment of Assessments, possessing legal authority to do so on behalf of the Association, on the 9th day of August, 2013.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: December 12,2013

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After Recording Return to:

Alpine Bank P. O. Box 4457 Frisco, CO 80443

ACKNOWLEDGMENT

STATE OF COLORADO	.)
COUNTY OF SUMME) ss.
COUNTY OF SUMMIT)

Gavin Campbell, the President of Cobblestone Condominium Association, Inc., and -Sheryl Hobbs, the Treasurer, have executed the foregoing Notice of Assignment of Assessments and hereby declare that they are the authorized officers of the Association to execute this Notice of Assignment of Assessments, possessing legal authority to do so on behalf of the Association, on the 9th day of August, 2013.

WITNESS MY HAND AND OFFICIAL SEAL. My commission expires:

ERIC D. WEICHSELBAUMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084027387
MY COMMISSION EXPIRES NOV. 18, 2016

Notary Public

After Recording Return to:

Alpine Bank P. O. Box 4457 Frisco, CO 80443

RESOLUTION AUTHORIZING A LOAN AND PLEDGE OF ASSESSMENT AUTHORITY

COBBLESTONE CONDOMINIUM ASSOCIATION, INC.

RECITALS:

- A. On July 19, 2013, a majority of the members of Cobblestone Condominium Association, Inc. (the "Association"), considered and voted to obtain a loan for the purpose of replacing the roof and the decks on the buildings of Cobblestone Condominiums.
- B. On August 9, 2013, the Executive Board (the "Board") of the Association authorized the Association to borrow the sum of \$101,404.00 from Alpine Bank.
- C. At said meeting, the Board of the Association also authorized the Association to pledge the assessment authority and capability of the Association to provide security for the \$101,404.00 Alpine Bank loan.
- D. At said meeting, the Board reviewed and approved the loan documents prepared by Alpine Bank in connection with said loan and authorized the President and Treasurer to execute the same on behalf of the Association.

NOW, THEREFORE, BE IT RESOLVED that the President and Treasurer are authorized to execute loan documents and to pledge the assessment authority of the Association as security for a \$101,404.00 loan to be made to the Association by Alpine Bank. The pledge and loan documents are in a form and substance acceptable to the Board and Alpine Bank and shall commit the Board to levy assessments pursuant to the Condominium Declaration for Cobblestone Condominiums recorded at Reception No. 285689 of the Summit County records for the purpose of repaying the \$101,404.00 loan.

The foregoing resolution was adopted by the Executive Board of the Association on the 9th day of August, 2013.

COBBLESTONE CONDOMINIUMS ASSOCIATION, INC.

Treasurer

By: Name: [/]

Title: