Kim/MTK Response to Request for Information
Pursuant to Section 104(e) of CERCLA
Widefield PCE Site, Colorado Springs and Security,
Colorado, SSID #08-SQ (1 of 2)

1765499 - R8 SDMS

6 6 8 6

Recorded at _____ o'clock _____ M. 01465719 1986 JUN -6 AM 10:50 BOOK 5181 PAGE 1383

Reception No. _____ ARDIS _____ Recorder

SPECIAL WARRANTY DEED

THIS DEED, Made this 5 day of June, 1986

between

CHARLES GOLDING, JR.

of the

County of Arapahoe, State of Colorado, grantor(s), and

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

whose legal address is 201 Park Avenue South
New York, New York 10003

of the County of New York, State of ~~Colorado~~ grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of —Ten Dollars ($10.00)— —and other good and valuable consideration— DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado, described as follows:

Lots 1, 2, 3, 5 and 8, Block 1, Mission Trace at the Springs, Filing No. 2. According to the plat recorded August 26, 1985 in Plat Book 23 at Page 8. Together with non-exclusive easements, including but not limited to passage and parking of vehicles, pedestrian traffic and access easements as conveyed in Declaration or Covenants, Conditions and Restrictions for Mission Trace at the Springs Shopping Center recorded July 12, 1984, in Book 3893 at Page 1221. Together with those easement rights contained within the Party Wall Agreement recorded July 12, 1984 in Book 3853 at Page 1216.
All minerals, oil, gas and other hydrocarbon substances to which Grantor has title, if any in, on or under said real property, as well as all development rights, air rights, water rights and water stock relating to said real property held by Grantor whether or not adjudicated and any easements, rights-of-way or other appurtenances in connection with the beneficial use and enjoyment of said real property.

County of El Paso, State of Colorado.

STATE DOCUMENTARY
JUN 6 1986
FEE $ 1600.00

also known by street and number as:

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and assigns forever. The grantor(s), for him and his heirs and personal representatives or successors, do covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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

Charles Golding Jr.
CHARLES GOLDING, JR.

STATE OF COLORADO
County of Denver } ss.

The foregoing instrument was acknowledged before me this 5th day of June, 1986.
Charles Golding, Jr.

NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal. 11-28-88
My commission expires
Pam J. Finch
Notary Public

*If in Denver, insert "City and."

No. 16. Rev. 3-85. SPECIAL WARRANTY DEED Bradford Publishing, 5825 W. 5th Ave., Lakewood, CO 80214 — (303) 232-6900 3-85

EXHIBIT
A-1

11 12 1993

002385993 93 NOV 12 PM 1:54

ARLIS B. SCHMITT
EL PASO COUNTY CLERK & RECORDER

BOOK 6309 PAGE 380

SPECIAL WARRANTY DEED

25.00

THIS DEED is made this 10th day of November, 1993, between THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, a New York corporation, whose address is 201 Park Avenue South, New York, New York 10003 (the "Grantor"), and THE EL PASO COUNTY RETIREMENT PLAN, whose address is 105 East Vermijo, Colorado Springs, Colordo 80903 (the "Grantee").

WITNESSETH, that the Grantor for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, the real property, together with improvements thereon, situate in the County of El Paso, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

DF 35.00

TOGETHER with the right, title and interest of the Grantor, if any, in and to (a) the buildings, structures and improvements, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, now erected or situate on the said plots, pieces or parcels of land, including, without limitation, the fixtures, equipment, machinery and personal property now situate on or appurtenant to such buildings, structures and improvements, and used in connection with the operation of the Property; (b) all easements, rights-of-way, covenants and other rights, if any, appurtenant to the Property; and (c) any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property, to the center line thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, whatsoever of the Grantor, either in law or equity, but subject to the permitted exceptions listed in Exhibit B attached hereto.

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor for itself and its successors and assigns, covenants and agrees with the Grantee, its successors and assigns, that it will warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every persons lawfully claiming the whole or any part thereof by, through or under the Grantor.

STATE DOCUMENTARY
NOV 12 1993
FEE 350.00

PJF\51336\72946.1

SC39884

EXHIBIT
A2

11 12 1993

BOOK 4309 PAGE 381

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on the date set forth above.

GRANTOR:

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, a New York corporation

By: _____
Joseph F. Patterson, Jr.
2nd Vice President/Real Estate

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of November, 1993, by Joseph F. Patterson, Jr., as 2nd Vice President/Real Estate, of The Guardian Life Insurance Company of America, a New York corporation.

Witness my hand and official seal.

My commission expires: 12-7-96.

J. FISCH NOTARY PUBLIC STATE

_____
Notary Public

11 12 1993

EXHIBIT A
"Legal Description"

BOOK 6309 PAGE 382

LOTS 1, 2, 3, 5 AND 8, ALL IN MISSION TRACE AT THE SPRINGS, FILING NO. 2, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS CONVEYED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION TRACE AT THE SPRINGS SHOPPING CENTER RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221.

TOGETHER WITH THOSE EASEMENT RIGHTS CONTAINED WITHIN THE PARTY WALL AGREEMENT RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216.

11 12 1993

BOOK 6309 PAGE 383

EXHIBIT B

Permitted Exceptions

1. Taxes for the calendar year 1993, and subsequent years, a lien not yet due and payable.

2. RIGHT OF WAY GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY DEED RECORDED IN BOOK 1353 AT PAGE 521, THE DESCRIPTION OF SAID RIGHT OF WAY BEING INDEFINITE, REFERING ONLY TO THE E 1/4 OF THE SE 1/4 OF SECTION 34 AND THE SW 1/4 OF SECTION 35.

3. EASEMENT AND RIGHT OF WAY FOR ELECTRICAL LINE PURPOSES, AS GRANTED TO CITY OF COLORADO SPRINGS IN INSTRUMENTS RECORDED MARCH 30, 1978 IN BOOK 3022 AT PAGE 956, AND MARCH 29, 1978 IN BOOK 3022 AT PAGE 597.

4. AGREEMENT WITH THE CITY OF COLORADO SPRINGS WITH REFERENCE TO UTILITY SERVICES AND ANNEXATION FEES AS RECORDED IN BOOK 2457 AT PAGE 235.

5. AVIGATION EASEMENT TO THE CITY OF COLORADO SPRINGS RECORDED IN BOOK 2723 AT PAGE 370.

6. AVIGATION EASEMENT TO THE CITY OF COLORADO SPRINGS, AS RECORDED IN BOOK 2837 AT PAGE 833.

7. RIGHTS OF WAY TO THE CITY OF COLORADO SPRINGS, 15 FEET IN WIDTH FOR UTILITIES PURPOSES AS RECORDED IN BOOK 2957 AT PAGE 741.

8. PARTY WALL AGREEMENT BETWEEN DILLON REAL ESTATE CO., INC. OF KANSAS, A KANSAS CORPORATION AND CHARLES W. GOLDING RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216.

   (AFFECTS LOTS 3 AND 5)

9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION TRACE AT THE SPRINGS SHOPPING CENTER RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, ASSIGNMENT OF DEVELOPING PARTY'S RIGHTS RECORDED JUNE 17, 1986 IN BOOK 5186 AT PAGE 1003, ASSIGNMENT AND ASSUMPTION RECORDED JUNE 17, 1986 IN BOOK 5186 AT PAGE 1005.

10. EASEMENT AND RIGHT OF WAY FOR THE INSTALLATION OF ELECTRIC SERVICE LINES, TOGETHER WITH NECESSARY FIXTURES AND ATTACHMENTS, AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 29, 1984 IN BOOK 3932 AT PAGE 1495 AND NOVEMBER 8, 1984 IN BOOK 3937 AT PAGE 620.

11. COVENANTS CONTAINED IN WARRANTY DEED FROM CHARLES GOLDING, JR. TO GERSON EPSTEIN RECORDED DECEMBER 17, 1984 IN BOOK 3950 AT PAGE 509, PERTAINING TO THE OPERATION OF A COMMERCIAL BANK OR FINANCIAL INSTITUTION.

12. GRANT OF RESTRICTIVE COVENANT RECORDED APRIL 29, 1985 IN BOOK 5001 AT PAGE 253.

11 12 1993

BOOK 6309 PAGE 384

13. EASEMENTS AND RIGHTS OF WAY FOR THE INSTALLATION OF ELECTRIC SERVICE LINES, TOGETHER WITH NECESSARY FIXTURES AND ATTACHMENTS, AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENTS RECORDED MAY 7, 1985 IN BOOK 5005 AT PAGE 836, RECORDED JULY 2, 1985 IN BOOK 5030 AT PAGES 70 AND 72, AND RECORDED JULY 15, 1985 IN BOOK 5034 AT PAGES 955 AND 957.

(AFFECTS LOTS 1, 2 AND 8)

14. LEASE BETWEEN GOLDING & COMPANY AND THE GOODYEAR TIRE & RUBBER COMPANY RECORDED JANUARY 21, 1986 IN BOOK 5116 AT PAGE 1117.

15. A GRANT OF RESTRICTIVE COVENANTS BETWEEN CHARLES GOLDING, JR. AND THE GUARDIAN LIFE INSURANCE COMPANY, RECORDED JUNE 6, 1986 IN BOOK 5181 AT PAGE 1364.

16. ANY WATER RIGHTS OR CLAIMS OR TITLE TO WATER IN, ON OR UNDER THE LAND.

17. PARTY WALL AGREEMENT BY AND BETWEEN MISSION PARTNERS, A COLORADO GENERAL PARTNERSHIP AND CHARLES GOLDING, JR. D/B/A THE CHARLES GOLDING COMPANY RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085.

(AFFECTS LOT 5)

18. NOTES, NOTICES AND EASEMENTS AS SHOWN AND AS SET FORTH ON THE RECORDED PLAT.

19. LEASES AND/OR TENANCIES.

20. IMPROVEMENT SURVEY BY MERRICK & COMPANY, DATED JULY 26, 1991, JOB 272-8571 DISCLOSES THE FOLLOWING: SIGNS, CONCRETE AND CONCRETE WALKS, CURBS, PARKING SPACES, AND ASPHALT ENCROACHING INTO EASEMENTS; CONCRETE ENCROACHING ONTO ADJOINING PROPERTY.

97139039

97 NOV 25 PM 4:31

EL PASO COUNTY CLERK & RECORDER, CO

1 of 2

97139039

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of November 25, 1997
between
THE EL PASO COUNTY RETIREMENT PLAN, AN ASSOCIATION

of the
County of EL PASO, State of Colorado, grantor(s), and

STATE DOCUMENTARY
NOV 25 1997
FEE 650.00

TAP MISSION TRACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
and

whose legal address is

801 N. PARKCENTER DRIVE, SUITE 235
SANTA ANA, CA 92705
of the * County of , State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and on consideration of the sum of (*$6,500,000.00)
SIX MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100THS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of EL PASO, State of Colorado, described as follows:

PARCEL A:

LOTS 1, 2, 3, 5 AND 8, ALL IN MISSION TRACE AT THE SPRINGS, FILING NO. 2, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION TRACE AT THE SPRINGS SHOPPING CENTER RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221.

PARCEL C:

EASEMENT RIGHTS CONTAINED WITHIN THE PARTY WALL AGREEMENT RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, AND RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085.

FEE $50

**SUBJECT TO THOSE ITEMS LISTED IN ATTACHED EXHIBIT "A"

also known by street and number as: 3075, 3001, 3105, 3205, 3265 SOUTH ACADEMY BOULEVARD COLORADO SPRINGS, CO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).
IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

THE EL PASO COUNTY RETIREMENT PLAN, AN ASSOCIATION

BY: DONALD E. LAVORA, VICE CHAIR

STATE OF COLORADO
COUNTY OF El Paso } ss.

The foregoing instrument was acknowledged before me on this day of November 25, 1997
by DONALD E. LAVORA, VICE CHAIR OF THE EL PASO COUNTY RETIREMENT PLAN, AN ASSOCIATION

Witness my hand and official seal.
My commission expires 1-21-98

Notary Public

*If in blank, insert "City and"

CSC107529.107529
Form SPEC.AD 5-87 SPECIAL WARRANTY DEED

EXHIBIT A-3

25×11 30×11

97139039-2

EXHIBIT "A"

LEASE BETWEEN GOLDING & COMPANY AND THE GOODYEAR TIRE & RUBBER COMPANY RECORDED JANUARY 21, 1986 IN BOOK 5116 AT PAGE 1117.

PARTY WALL AGREEMENT BY AND BETWEEN MISSION PARTNERS, A COLORADO GENERAL PARTNERSHIP AND CHARLES GOLDING, JR. D/B/A THE CHARLES GOLDING COMPANY RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085.

(AFFECTS LOT 5 OF PARCEL A)

NOTES, NOTICES AND EASEMENTS AS SHOWN AND AS SET FORTH ON THE RECORDED PLAT OF MISSION TRACE AT THE SPRINGS, FILING NO. 2.

ALTA/ACSM LAND TITLE SURVEY BY ROLAND G. OBERING, PROJECT NO. 96070, DATED NOVEMBER 14, 1997, DISCLOSES THE FOLLOWING:

A) 4 AND 6 FOOT WALKS, CONCRETE WALL, CURBS AND SIGN IN EASEMENTS; WATER METER PIT/MANHOLE, STORM SEWER MANHOLES, AND GRATED INLET DRAINS LOCATED ON SUBJECT PROPERTY; 4 FOOT ATTACHED WALK ONTO ADJOINING PROPERTY.

(AFFECTS LOT 1 OF PARCEL A)

B) CONCRETE PIC-NIC PATIO, SIGNS, CONCRETE WALL, CURBS AND PARKING SPACES IN EASEMENTS; GREASE DUMPSTER, TELEPHONE PEDESTAL, FIRE HYDRANT AND WATER VALVE, WATER METER PIT/MANHOLE AND GRATED INLET DRAINS LOCATED ON SUBJECT PROPERTY; 4 FOOT ATTACHED WALK, SIGN AND CONCRETE PIC-NIC PATIO ONTO ADJOINING PROPERTY.

(AFFECTS LOT 2 OF PARCEL A)

C) CURBS AND PARKING SPACES IN EASEMENTS; 1 INCH PVC GAS LINES, SANITARY SEWER MANHOLES, STORM SEWER MANHOLE AND GRATED INLET DRAIN LOCATED ON SUBJECT PROPERTY; 6 FOOT WALK FROM ADJOINING PROPERTY ONTO SUBJECT PROPERTY.

(AFFECTS LOT 3 OF PARCEL A)

D) CURBS AND PARKING SPACES IN EASEMENTS; SANITARY SEWER MANHOLES, GAS METER BANKS, SANITARY SEWER LINES, STORM SEWER MANHOLE AND 1 1/4 INCH PVC GAS LINES LOCATED ON SUBJECT PROPERTY.

(AFFECTS LOT 5 OF PARCEL A)

E) PARKING SPACES, SIGNS, DEPRESSED DUMPSTERS AND CURBS IN EASEMENTS; UTILITY METER BANKS AND GRATED INLET DRAIN LOCATED ON SUBJECT PROPERTY.

(AFFECTS LOT 8 OF PARCEL A)

RIGHTS OF TENANTS, AS TENANTS ONLY.

RIGHT OF WAY GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY DEED RECORDED IN BOOK 1351 AT PAGE 521, THE DESCRIPTION OF SAID RIGHT OF WAY BEING INDEFINITE, REFERRING ONLY TO THE E 1/4 OF THE SE 1/4 OF SECTION 34 AND THE SW 1/4 OF SECTION 35.

EASEMENT AND RIGHT OF WAY FOR ELECTRICAL LINE PURPOSES, AS GRANTED TO CITY OF COLORADO SPRINGS IN INSTRUMENTS RECORDED MARCH 30, 1978 IN BOOK 3022 AT PAGE 956, AND MARCH 29, 1978 IN BOOK 3022 AT PAGE 597.

(AFFECTS LOTS 1 AND 2 OF PARCEL A)

AGREEMENT WITH THE CITY OF COLORADO SPRINGS WITH REFERENCE TO UTILITY SERVICES AND ANNEXATION FEES AS RECORDED IN BOOK 2457 AT PAGE 235.

AVIGATION EASEMENT TO THE CITY OF COLORADO SPRINGS RECORDED IN BOOK 2723 AT PAGE 370.

AVIGATION EASEMENT TO THE CITY OF COLORADO SPRINGS, AS RECORDED IN BOOK 2837 AT PAGE 833.

RIGHTS OF WAY TO THE CITY OF COLORADO SPRINGS, 15 FEET IN WIDTH FOR UTILITIES PURPOSES AS RECORDED IN BOOK 2957 AT PAGE 741.

(AFFECTS LOTS 1 AND 2 OF PARCEL A)

PARTY WALL AGREEMENT BETWEEN DILLON REAL ESTATE CO., INC. OF KANSAS, A KANSAS CORPORATION AND CHARLES W. GOLDING RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216.

(AFFECTS LOTS 3 AND 5 OF PARCEL A)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION TRACE AT THE SPRINGS SHOPPING CENTER RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, ASSIGNMENT OF DEVELOPING PARTY'S RIGHTS RECORDED JUNE 17, 1986 IN BOOK 5188 AT PAGE 1001, ASSIGNMENT AND ASSUMPTION RECORDED JUNE 17, 1986 IN BOOK 5186 AT PAGE 1005, ASSIGNMENT AND ASSUMPTION RECORDED NOVEMBER 12, 1993 IN BOOK 6309 AT PAGE 385.

EASEMENT AND RIGHT OF WAY FOR THE INSTALLATION OF ELECTRIC SERVICE LINES, TOGETHER WITH NECESSARY FIXTURES AND ATTACHMENTS, AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 29, 1984 IN BOOK 3932 AT PAGE 1495 AND NOVEMBER 8, 1984 IN BOOK 3937 AT PAGE 620.

EASEMENTS AND RIGHTS OF WAY FOR THE INSTALLATION OF ELECTRIC SERVICE LINES, TOGETHER WITH NECESSARY FIXTURES AND ATTACHMENTS, AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENTS RECORDED MAY 7, 1985 IN BOOK 5067 AT PAGE 836, RECORDED JULY 2, 1985 IN BOOK 5030 AT PAGES 70 AND 72, AND RECORDED JULY 15, 1985 IN BOOK 5034 AT PAGES 955 AND 957.

(AFFECTS LOTS 1, 2 AND 8 OF PARCEL A)

25×11 22×11

QUIT CLAIM DEED

THIS DEED, made this 25th day of June, 1999 between TMP Mission Trace, LLC, a Delaware limited liability company, 801 N. Parkcenter, Suite 235, Santa Ana, California 92705 ("Grantor") and TMP Trace, LLC, a Delaware limited liability company, 801 N. Parkcenter, Suite 235, Santa Ana, California 92705 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) to the Grantor in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, release, sell, convey, and Quit-Claim, unto the Grantee, its successors and assigns forever, all the right, title, and interest of Grantor in and to the following-described real property situated in the County of El Paso, and State of Colorado, to wit:

See attached legal description, incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, subject to all matters of record, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or at equity, to only the proper use, benefit and behalf of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

TMP MISSION TRACE, LLC

By: TMP Investments, Inc., a California corporation, its Manager

By: _____
William O. Passo, President

By: _____
Anthony W. Thompson, Vice President

J. Patrick Kelly El Paso Cty,CO 099108342
07/06/1999 03:49
Doc $0.00 Page 1 of 4
Rec $20.00

EXHIBIT A-4

J. Patrick Kelly El Paso Cty,CO 099108342
07/06/1999 03:49
Doc $0.00 Page
Rec $20.00 2 of 4

STATE OF California)
) ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 25th day of June, 1999, by William O. Passo, as President of TMP Investments, Inc., a California corporation, as manager of TMP Mission Trace, LLC, a Delaware limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires:
12/7/200

LAUREN VANSKI
Commission # 1119261
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

STATE OF California)
) ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 25th day of June, 1999, by Anthony W. Thompson, as Vice President of TMP Investments, Inc., a California corporation, as manager of TMP Mission Trace, LLC, a Delaware limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires:
12/7/2000

LAUREN VANSKI
Commission # 1119261
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

J. Patrick Kelly El Paso Cty,CO 099108342
07/06/1999 03:49
Doc $0.00 Page
Rec $20.00 3 of 4

LEGAL DESCRIPTION
FILE NO. 1122528
PAGE 1 OF 2

"EXHIBIT A"

PARCEL 1:

LOTS 2, 3, 5 AND 8,
MISSION TRACE AT THE SPRINGS, FILING NO. 2,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1223,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 8 AND 8A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1083,
COUNTY OF EL PASO,
STATE OF COLORADO.

J. Patrick Kelly El Paso Cty,CO 099108342
07/06/1999 03:49
Doc $0.00 Page
Rec $20.00 4 of 4

LEGAL DESCRIPTION
FILE NO. 1122828
PAGE 2 OF 2

PARCEL 5:

LOT 2,
MISSION TRACE AT THE SPRINGS, FILING NO. 4,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 6:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 1 AND 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, AS SET FORTH IN INSTRUMENT RECORDED MAY 27, 1999 AT RECEPTION NO. 99084817,
COUNTY OF EL PASO,
STATE OF COLORADO.

5

Rec. 25.00
Doc fee 685.00

GENERAL WARRANTY DEED

TMP Trace, LLC, a Delaware limited liability company, for One Dollar and other good and valuable consideration, hereby sells and conveys to **Mission Trace Kim, LLC, a Colorado limited liability company**, whose legal address is 3847 E. Pikes Peak Avenue, Suite D, Colorado Springs, CO 80909, the following real property situate in the County of El Paso, State of Colorado (Assessor's Schedule Number: 64353-20-019), to wit:

See Exhibit A attached hereto and incorporated herein by this reference

with all its appurtenances, and warrants the title to the same except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described and set forth on Exhibit B attached hereto and incorporated herein by this reference.

SIGNED this 16th day of May, 2002.

TMP Trace, LLC, a Delaware limited liability company

By: TMP Investments, Inc., a California corporation, Its Manager

By:
Anthony W. Thompson, President

By:
William O. Passo, President

J. Patrick Kelly El Paso Cty,CO 202081324
05/17/2002 02:54
Doc $685.00 Page
Rec $25.00 1 of 5

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of May, 2002, by Anthony W. Thompson, President of TMP Investments, Inc., a California corporation, Manager of TMP Trace, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 07/02/03

(Notarial Seal)

Notary Public

THERESA TRAN
Commission # 1227381
Notary Public - California
Orange County
My Comm. Expires Jul 2, 2003

C774371 Commonwealth

EXHIBIT A-5

E X H I B I T "A"

LOTS 2, 3, 5 AND 8 IN MISSION TRACE AT THE SPRINGS FILING NO. 2, EL PASO COUNTY, COLOADO; AND ALSO LOT 2 MISSION TRACE FILING NO. 4, IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS INCLUDING BUT NOT LIMITED TO PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221;

AND ALSO, EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4, AND 5 RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216; AND EASEMENT RIGHTS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085; AND EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 1 AND 2 MISSION TRACE AT THE SPRINGS, FILING NO. 4, AS SET FORTH IN INSTRUMENT RECORDED MAY 27, 1999 AT RECEPTION NO. 99084817.

J. Patrick Kelly El Paso Cty,CO 202081324
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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: C774371 C-5

EXHIBIT B - EXCEPTIONS

J. Patrick Kelly El Paso Cty,CO 202081324
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7. Any and all unpaid taxes and assessments.

8. Covenants, Conditions and Restrictions, which DO NOT contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded IN BOOK 3893 AT PAGE 1221. ASSIGNMENTS AND ASSUMPTIONS RECORDED IN BOOK 3892 AT PAGE 1221, IN BOOK 5186 AT PAGE 1003, IN BOOK 5186 AT PAGE 1005, IN BOOK 6309 AT PAGE 384, AND RECORDED SEPTEMBER 14, 2000 AT RECEPTION NO. 200111075 AND ANY OTHER ASSIGNMENTS, ASSUMPTIONS, AMENDMENTS OR MODIFICATIONS THERETO., and any and all amendments and supplements thereto.

9. COVENANTS, CONDITIONS AND RESTRICTIONS CREATED BY INSTRUMENTS RECORDED IN BOOK 5001 AT PAGE 253 AND IN BOOK 3950 AT PAGE 509.

10. RATIFICATION OF EASEMENTS RECORDED MAY 27, 1999 UNDER RECEPTION NO. 99084818.

11. GRANT OF RIGHT OF WAY TO CITY OF COLORADO SPRINGS RECORDED IN BOOK 3932 AT PAGE 1495 AND IN BOOK 3937 AT PAGE 620.

12. Easement and right of way to the City of Colorado Springs for the passage of all aircraft in the airspace above said property, recorded in Book 2623 at Page 370 AND IN BOOK 2837 AT PAGE 833.

13. GRANT OF RIGHT OF WAY TO CITY OF COLORADO SPRINGS RECORDED IN BOOK 2957 AT PAGE 741.

14. GRANT OF RIGHT OF WAY TO CITY OF COLORADO SPRINGS RECORDED IN BOOK 3022 AT PAGE 956 AND IN BOOK 3022 AT PAGE 597.

15. GRANT OF RIGHT OF WAY TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 1353 AT PAGE 521.

16. TERMS, CONDITIONS, RESTRICTIONS AND REQUIREMENTS OF PARTY WALL AGREEMENTS RECORDED IN BOOK 5263 AT PAGE 1085 AND IN BOOK 3893 AT PAGE 1216, AND RECORDED MAY 27, 1999 UNDER RECEPTION NO. 99084817.

17. EASEMENTS, CONDITIONS, RESTRICTIONS AND REQUIREMENTS SET FORTH ON THE RECORDED PLATS OF MISSION TRACE AT THE SPRINGS FILING NO. 2 AND MISSION TRACE AT THE SPRINGS FILING NO. 4.

18. RIGHTS OF TENANTS OR LESSESS UNDER RECORDED OR UNRECORDED LEASES OR TENANCIES.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: C774371 C-5

EXHIBIT B

EXCEPTIONS

19. RIGHTS OF OTHER TO USE EASEMENTS DESCRIBED IN SCHEDULE A HEREIN.

20. AGREEMENT WITH THE CITY OF COLORADO SPRINGS WITH REFERENCE TO UTILITY SERVICES AND ANNEXATION FEES AS RECORDED IN BOOK 2457 AT PAGE 235.

21. Deed of Trust from TMP TRACE, LLC to the Public Trustee of the COUNTY OF EL PASO for the use of GENERAL ELECTRIC CAPITAL CORPORATION to secure $5,708,000.00 dated JUNE 28, 1999, recorded JULY 6, 1999 UNDER RECEPTION NO. 99108343.

22. Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from TMP TRACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, debtor(s), to GENERAL ELECTRICAL CAPITAL CORPORATION, secured party, JULY 6, 1999 AT RECEPTION NO. 99108345.

23. Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from TMP TRACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, debtor(s), to GENERAL ELECTRICAL CAPITAL CORPORATION, secured party, JULY 6, 1999 AT RECEPTION NO. 99108346.

J. Patrick Kelly El Paso Cty,CO 202081324
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HOLLY J. WILLIAMS, Public Trustee
El Paso County, Colorado

NOTICE OF ELECTION AND DEMAND
FOR SALE BY PUBLIC TRUSTEE

Sale No. 48346

TO THE PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO: Pursuant to the terms of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 28, 1999 described as follows (the "Deed of Trust"):

Original Grantor(s) (Borrower(s))	TMP Trace, LLC
Original Beneficiary	General Electric Capital Corporation
Current Owner of the evidence of debt secured by the Deed of Trust	Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2
Current Owner of the property secured by the Deed of Trust	Mission Trace Kim, LLC, a Colorado limited liability company
Date of Deed of Trust	June 28, 1999
Recording Date of Deed of Trust	July 6, 1999
County of Recording	EL PASO
Book, Page and Reception No. of Recorded Deed of Trust	Reception No. 099108343

YOU ARE HEREBY NOTIFIED that the undersigned is the legal owner of the evidence of debt (a Promissory Note for $5,708,000.00 dated June 28, 1999 (the "Note")) secured by the Deed of Trust. The undersigned declares a violation of the covenants of the Deed of Trust for reasons including, but not limited to, the failure to make payments due as provided for in the Deed of Trust, Note and other loan documents. The outstanding principal balance due and owing upon the evidence of debt secured by the Deed of Trust is $ 5,373,812 as of October 25, 2005.

The real property is described on Exhibit A attached hereto and incorporated herein by this reference located in El Paso County, Colorado and any personal property associated therewith as described in the Deed of Trust (collectively, the "Property") is all of the property encumbered by the Deed of Trust and being foreclosed upon.

The Property is also known as the Mission Trace Shopping Center.

THE LIEN OF THE DEED OF TRUST TO BE FORECLOSED MAY NOT BE A FIRST LIEN.

The undersigned therefore elects to advertise the property described herein for sale. Demand is hereby made that you as Public Trustee named in the Deed of Trust, give notice, advertise for sale and sell said property for the purpose of paying the indebtedness thereby secured, attorney's fees, and the expenses of making said sale, all as provided by law and the terms of the Deed of Trust.

Dated this 6th day of December, 2005.

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2

By: BROWNSTEIN HYATT & FARBER, P.C.,
Its Attorneys

By: _____
Name: David S. Chipman, Esq.
410 17th Street, Suite 2200
Denver, Colorado 80202
(303) 223-1100

ROBERT C. "BOB" BALINK El Paso County, CO
12/20/2005 12:01:50
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205200573

EXHIBIT
A-6

48346

EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty,CO 099108343
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EXHIBIT
A

DUPLICATE

PUBLIC TRUSTEE'S CERTIFICATE OF PURCHASE

HOLLY J. WILLIAMS, Public Trustee
El Paso County, Colorado

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

FORECLOSURE No. 48346

I, the undersigned Public Trustee, certify that pursuant to the power and authority vested in me by law and by the Deed of Trust described as follows:

Original Grantor(s) [Borrower(s)]	TMP TRACE, LLC
Original Beneficiary(ies)	GENERAL ELECTRIC CAPITAL CORPORATION
Date of Deed of Trust	June 28, 1999
Recording of Deed of Trust	July 6, 1999 Reception No. 99108343
County of Recording	EL PASO
Original Principal Amount of Deed	$5,708,000.00

AND, upon notice of election and demand being filed with me and recorded in said county as follows:
Recording of Election and Demand December 20, 2005 Reception NO. 205200573

I FIRST published a notice of sale and timely mailed a copy of the notice, as it appeared in a newspaper of general circulation in said County, to the grantor of the Deed of Trust and to all persons appearing to have acquired a record interest in the property subsequent to the recording of said Deed of Trust. I timely mailed a notice of the right to cure a default to the grantor(s) of the Deed of Trust, to any subsequent owner(s), including the current owner(s) of the property being foreclosed, and to any other person(s) having a right to cure a default under C.R.S. 38-38-104, or a right to redeem the property being foreclosed under C.R.S. 38-38-302, 303, or 305.

AND, on April 12, 2006 at 10:00 A.M., the date and time to which said sale was duly, continued, I exposed to public sale the property situated in the aforesaid County of recording, State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY

Also known by street and number as:
3001-3285 SOUTH ACADEMY BOULEVARD
COLORADO SPRINGS, CO 80916

ROBERT C. "BOB" BALINK El Paso County, CO
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At said sale NEW MISSION, LLC, Purchaser, whose legal address is 337 EAST PIKES PEAK AVENUE, SUITE 200, COLORADO SPRINGS, CO 80903, bid the sum of $6,200,000.00 for said property. Being the highest and best bid received therefore, the said property was struck off and sold to the said purchaser. Unless the same be sooner redeemed, the said Purchaser will be entitled to a deed for said property upon the expiration of the period or periods of redemption allowed by law to the owner, all subsequent lienors, and other persons entitled to redeem.

Executed in duplicate on April 12, 2006

Marcia Steel
Deputy Public Trustee of EL PASO County, Colorado

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

The foregoing instrument was created on this 12nd day of April, 2006

By MARCIA STEEL
Deputy Public Trustee in and for the County of El Paso, State of Colorado.
Holly J. Williams, El Paso County Public Trustee
105 E. Vermijo, Suite 101, Colorado Springs, CO 80903
Notarization is no longer required in Colorado per Colorado Revised Statutes 38-35-106).

El Paso County Public Trustee EST. 1894 Colorado

EXHIBIT
A-7

48346

EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

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J. Patrick Kelly El Paso Cty,CO 099108343
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EXHIBIT A

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HOLLY J. WILLIAMS, Public Trustee
105 E. Vermijo, Suite 101
Colorado Springs, CO 80903

PUBLIC TRUSTEE'S DEED

STATE OF COLORADO
COUNTY OF EL PASO } ss.

FORECLOSURE # 48346

THIS DEED made June 27, 2006, between HOLLY J. WILLIAMS as the Public Trustee, of the County of El Paso, State of Colorado, and
NEW MISSION, LLC,
Grantee, the holder of the Certificate of Purchase, whose legal address is:
337 EAST PIKES PEAK AVENUE, SUITE 200
COLORADO SPRINGS, CO 80903,

WHEREAS, TMP TRACE, LLC
did, by Deed of Trust dated June 28, 1999, and recorded in the office of the Clerk and Recorder of the County of El Paso, in the State of Colorado, on July 06, 1999, in Reception # 99108343 convey to the Public Trustee, in trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust; and

WHEREAS, a violation was made in certain of the terms and covenants of said Deed of Trust, as shown by the Notice of Election and Demand for Sale filed with the Public Trustee (a duplicate of which was recorded in the office of said County Clerk and Recorder); the said property was advertised for public sale at the place and in the manner provided by law and by said Deed of Trust; Notice of Right to Cure and Redeem and Notice of Sale were given as required by law; said property was sold according to said Notice of Sale; and

WHEREAS, A Certificate of Purchase was issued to
NEW MISSION, LLC
for the sum of $6,200,000.00 and was recorded in the office of said County Clerk and Recorder; and

WHEREAS, all periods of redemption have expired;

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of Trust, confirms the foreclosure sale and sells and conveys the following described property located in the County of El Paso, State of Colorado, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY

Also known by street and number as:
3001-3285 SOUTH ACADEMY BOULEVARD
COLORADO SPRINGS, CO 80916

TO HAVE AND TO HOLD with all appurtenances forever.
Executed the day and year first above written

Patricia A. Williams
Deputy Public Trustee of EL PASO County, Colorado

STATE OF COLORADO
COUNTY OF EL PASO } ss.

The foregoing instrument was created on this 27th day of June, 2006,
By PATRICIA A. WILLIAMS,
Deputy Public Trustee in and for the County of El Paso, State of Colorado.
Holly J. Williams, El Paso County Public Trustee
105 East Vermijo, Suite 101, Colorado Springs, CO 80903
(Notarization is no longer required in Colorado per Colorado Revised Statutes 38-35-106).

El Paso County Public Trustee EST. 1894 Colorado

EXHIBIT A-8

HOLLY J. WILLIAMS, Public Trustee
105 E. Vermijo, Suite 101
Colorado Springs, CO 80903

48346

EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

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PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

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J. Patrick Kelly El Paso Cty,CO 099108343
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EXHIBIT
A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this 21st day of January, 2002, by and between TMP TRACE, LLC, a Delaware Limited Liability Company ("Seller"), and JONG HO KIM, or Assigns ("Buyer"), with reference to the following facts:

A. Seller owns certain real property located in El Paso County, Colorado, commonly known as MISSION TRACE SHOPPING CENTER and more particularly described in Exhibit "A" attached hereto ("Property").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property.

NOW, THEREFORE, in consideration of the mutual covenants, premises and agreements herein contained, the parties hereto do hereby agree as follows:

1. Purchase and Sale.

1.1 The purchase and sale includes, and at Close of Escrow Seller shall convey and transfer to Buyer, Seller's entire right and interest in and to:

1.1.1. That certain real property commonly known as Mission Trace Shopping Center, located at 3001 thru 3287 South Academy Blvd., Colorado Springs, Colorado, together with all structures, buildings, improvements, machinery, fixtures, and equipment affixed or attached to the property and all easements and rights appurtenant to the property (all of the foregoing being collectively referred to herein as the "Real Property"); with the exception of 3075 South Academy Blvd., and all of Lot 1 which is not being conveyed to Buyer. However, the Buildings known as 3077 and 3079 South Academy Blvd. And the underlying land will be conveyed to Buyer.

1.1.2. All leases, lease amendments and lease guaranties with all persons ("Tenant") leasing the Real Property or any part thereof described in the list of leases (the "List of Leases"), together with all security deposits and other deposits held in connection with the Leases;

1.1.3. All tangible and intangible personal property owned by Seller located on or used in connection with the Real Property, including, specifically, without limitation, equipment, furniture, tools and supplies, and all other items of personal property and Seller's interest in the name "MISSION TRACE SHOPPING CENTER" (the "Personal Property");

EXHIBIT B

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1.1.4. All service contracts, agreements, warranties and guaranties relating to the operation of the Property (the "Contracts"); and

1.1.5. To the extent transferable, all building permits, certificates of occupancy and other certificates, permits, licenses and approvals relating to the Property (the "Permits").

2. Purchase Price.

The total purchase price of the Property shall be SEVEN MILLION Dollars ($7,000,000.00) ("Purchase Price") payable as follows: ✓

2.1 Deposit/Further Payments/Down Payment.

2.1.1. Concurrent with Opening of Escrow (as hereinafter defined), Buyer shall deposit into Escrow the amount of SEVENTY THOUSAND Dollars ($70,000.00) (the "Deposit"), in the form of a check made payable to North American Title Company ("Escrow Holder"). Escrow Holder shall place the Deposit into an interest bearing money market account at a bank or other financial institution reasonably satisfactory to Buyer, and interest thereon shall be credited to Buyer's account.

2.1.2. Buyer will assume existing loan of record with an approximated unpaid balance of $5,700,000 payable at $40,577.75 per month including principal and interest at the rate of 7.67% per annum. Buyer has twenty-one (21) days to submit an application to Lender from receipt of the loan package from General Electric Capital (Lender) and the mutual execution date of the contract, and thirty (30) days from submission to qualify for loan assumption. Buyer agrees to pay 1% assumption fee and any other related lender fees at close of escrow.

2.1.3. On or before Close of Escrow, Buyer shall deposit in Escrow balance of down payment, in immediately available funds or a certified or cashier's check made payable to Escrow Holder. Buyer reserves the right to place financing on the Property, as a portion of the funds to close.

3. Title to Property.

3.1 Title Insurance.

Escrow Holder will obtain a Standard Coverage CLTA Owner's Policy of Title Insurance from North American Title Company with their standard provisions and exceptions. This policy to have liability in the amount of equal to the Total

Consideration referred to Paragraph 2. above. The policy is to be free and clear of encumbrances except as follows:

3.1.1. Real property taxes and assessments, for the year 2002 and subsequent years which are a lien not yet due;

3.1.2. Covenants, Conditions, reservations (including exceptions of oil, gas, minerals, hydrocarbons and/or lease without right of surface entry), restrictions, rights of way, and easements for public utilities, districts, water companies, alley, and streets.

3.1.3. Printed exceptions included in such policy and approved by Buyer shall be deleted; and

3.1.4. Existing Loan of record.

3.2. Procedure for Approval of Title.

Purchaser shall have a period of thirty (30) days following the date on which it receives the Title Document and the Survey in which to review and approve the same ("Title Review Period"). If the Title Documents reflect or disclose any defect, exception or other matter affecting the Property ("Title Defect") that is unacceptable to Purchaser, then prior to the expiration of the Title Review Period, Purchaser shall provide Seller with written notice of Purchaser's objections. Seller may, at its sole option, elect to cure or remove the objections made by Purchaser; provided, however, Seller shall have the obligation to act in good faith. Should Seller elect to attempt to cure or remove the objections, Seller shall have fifteen (15) days from the date of Purchaser's written notice of objections ("Cure Period") in which to accomplish the cure. In the event Seller either elects not to cure or remove the objections or is unable to accomplish the cure prior to the expiration of the Cure Period, then Seller shall so notify Purchaser in writing specifying which objections Seller does not intend to cure, and then Purchaser shall be entitled, as Purchaser's sole and exclusive remedies, either to (i) terminate this Contract and obtain a refund of the Deposit by providing written notice of termination to Seller within ten (10) days from the date on which Purchaser receives Seller's no-cure notice and returning the Due Diligence Items or (ii) waive the objections and close this transaction as otherwise contemplated herein. If Purchaser shall fail to notify Seller in writing within the Title Review Period of any objections to the state of title to the Property, then Purchaser shall be deemed to have no objections to the state of such title and any exceptions to title or other conditions or matters which have not been objected to by Purchaser and which are shown on the Survey or described in the Title Commitment shall be deemed "Permitted Exceptions".

4. Due Diligence Items:

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4.1. Seller shall deliver to Purchaser each of the following (collectively, the "Due Diligence Items") which Purchaser shall be allowed to make copies of such Due Diligence subject to confidentiality:

4.1.1. The existing survey of the Property, in Seller's possession, which shall disclose the inclusion & exclusion detailed in 1.1.1.

4.1.2. A current commitment (the Title Commitment") for the issuance of policy of title insurance to Purchaser from the Title Company, together with good and legible copies of all documents constituting exceptions to the title as reflected in the Title Commitment (collectively referred to hereinafter as the "Title Documents");

4.1.3. Copies of all Leases presently in effect with respect to the Property, together with any amendments or modifications thereof;

4.1.4. A "rent roll" with respect to the Property for the calendar month immediately preceding the date of this Contract, showing the following with respect to each tenant of the Property: (1) the name of the tenant, (2) the number of rentable square feet in tenant's premises as set forth in tenant's lease, (3) the current monthly base rental payable by such Tenant, (4) the term of the lease, and (5) the amount of any security deposit;

4.1.5. A list of all contracts, including service contracts, warranties, management, maintenance, leasing commission or other agreements affecting the Property if any, together with copies of the same. Seller agrees not to enter into any additional contracts or agreements prior to closing which cannot be canceled upon thirty (30) days written notice without cost, penalty, or obligation unless such contracts or other agreements are approved in writing by Purchaser, which approval shall not be unreasonably withheld or delayed;

4.1.6. All site plans, leasing plans, as-built plans, drawings environmental, mechanical, electrical, structural, soils and similar reports and/or audits and other documents and plans and specifications relative to the Property in the possession of Seller, if any shall be made available for inspection at Seller's offices;

4.1.7. True and correct copies of the real estate and personal property tax statements covering the Property or any part thereof for each of the two (2) years prior to the current year and, if available, for the current year;

4.1.8. A schedule of all current or pending litigation with respect to the Property or any part, thereof, if any;

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4.1.9. Phase I Environmental audits to be provided by the Seller.

4.1.10. Operating statements for calendar years 2000 and 2001 to date; and

4.1.11. The tenant files, books and records relating to the ownership and operation of the Property, shall be available for inspection by Buyer during ordinary business hours at Seller's management office in Colorado Springs, Colorado located at Tiffany Square Management Office 6805 Corporate Drive, Colorado Springs, CO 80919, (719) 531-7875.

5. Inspections.

Purchaser, at its sole expense, shall have the right to conduct a feasibility, environmental, engineering and physical study of the Property at any time during the Due Diligence Period. Purchaser and its duly authorized agents or representatives shall be permitted to enter upon the Property at all reasonable times during the Due Diligence Period in order to conduct engineering studies, soil tests and any other inspections and/or tests that Purchaser may deem necessary or advisable. Purchaser must arrange all inspections of the Property with Seller at least two business days in advance of any inspections. In the event that the review and/or inspection conducted pursuant to this Article shows any fact, matter or condition to exist with respect to the Property that is unacceptable to Purchaser, in Purchaser's sole subjective discretion, then Purchaser shall be entitled as it sole and exclusive remedy, to (1) terminate this Contract and obtain a refund of the Deposit, or (2) waive the objection, and close the transaction as otherwise contemplated herein. Purchaser agrees to promptly discharge any liens that may be imposed against the Property as a result of Purchaser's Investigations and to defend, indemnify and hold Seller harmless from all, claims, suits, losses, costs, expenses (including without limitation court costs and attorneys' fees), liabilities, judgments and damages incurred by Seller as a result of any inspections or tests performed by Purchaser.

5.1. Approval.

5.1.1. Buyer shall have thirty (30) days after the Opening of Escrow as noted in Paragraph 6.1 ("Inspections Period" and/or "Due Diligence Period") to approve or disapprove the Inspections, the terms and conditions of the mortgage in place, and books and records pertaining to the property with the management company in Colorado. If Buyer shall fail to notify Seller and Escrow Holder of its approval of the Inspections in writing within the Inspection Period, the condition of the Property shall be deemed disapproved. If Buyer shall disapprove or be deemed to disapprove the Inspections within the Inspection Period, this Agreement and the Escrow shall thereupon be terminated, Escrow Holder shall return the Deposit and any interest thereon to Buyer, Buyer shall not be entitled to purchase the Property, Seller shall not be obligated to sell the Property to Buyer and the

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parties shall be relieved of any further obligation to each other with respect to the Property, except as provided in Paragraphs 5.1

5.1.2. Notwithstanding anything to the contrary contained herein, Purchaser hereby agrees that, in the event this Contract is terminated for any reason, then Purchaser shall promptly and at its sole expense return to Seller all Due Diligence Items which have been delivered by Seller to purchaser in connection with Purchaser's due diligence of the property.

5.1.3. Notwithstanding any contrary provision of this Contract, Purchaser acknowledges that Seller is not representing or warranting that any of the Due Diligence Items prepared by third parties are accurate or complete, such as the survey, engineering reports and the like. Seller advises Purchaser to independently verify the facts and conclusions set forth therein, provided however, Seller warrants that it has no knowledge of any material errors or misstatements in such information regarding the Property.

6. Escrow.

6.1. Opening.

Purchase and sale of the Property shall be consummated through an escrow ("Escrow") to be opened with Escrow Holder within five (5) business days after the execution of this Agreement by Seller and Buyer. Escrow shall be deemed to be opened as of the date fully executed copies (or counterparts) of this Agreement are delivered to Escrow Holder by Buyer and Seller ("Opening of Escrow"). This Agreement shall be considered as the Escrow instructions between the parties, with such further instructions as Escrow Holder shall require in order to clarify its duties and responsibilities. If Escrow Holder shall require further Escrow instructions, Escrow Holder may prepare such instructions on its usual form. Such further instructions shall be promptly signed by Buyer and Seller and returned to Escrow Holder within three (3) business days of receipt thereof. In the event of any conflict between the terms and conditions of this Agreement and such further instructions, the terms and conditions of this Agreement shall control.

6.2. Close of Escrow.

6.2.1. Escrow shall close ("Close of Escrow") within a timely matter, and no later than fourteen (14) days after approval of Loan Assumption, subject to timing of Lender.

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6.3. Buyer Required to Deliver.

Buyer shall deliver to Escrow the following:

6.3.1. Concurrently with the Opening of Escrow, the Deposit;

6.3.2. On or before Close of Escrow, the payment required by Paragraph 2.1.2; provided, however that Buyer shall not be required to deposit the amount specified in Paragraph 2.1.2 until Buyer has been notified by Escrow Holder that (i) Seller has delivered to Escrow each of the documents and instruments to be delivered by Seller in connection with Buyer's purchase of the Property, (ii) Title Company has committed to issue and deliver the Title Policy to Buyer and Seller and (iii) the only impediment to Close of Escrow is delivery of such amount by or on behalf of Buyer;

6.3.3. On or before Close of Escrow, such other documents as Title Company may require from Buyer in order to issue the Title Policy.

6.4. Seller Required to Deliver.

On or before Close of Escrow, Seller shall deliver to Escrow the following:

6.4.1. A duly executed and acknowledged General Warranty Deed, conveying fee title to the Property in favor of Buyer (the "Warranty Deed");

6.4.2. A completed Certificate of Non-Foreign Status, duly executed by Seller under penalty of perjury;

6.4.3. One or more bills of sale or other assignments of the Intangible Property, if any, in favor of Buyer and duly executed by Seller; and

6.4.4. Such other documents as Title Company may require from Seller in order to issue the ALTA Owner's Title Policy.

6.4.5. Tenants Estoppel Certificates from each tenant on Buyer's form.

6.4.6. Assignment and assumption agreement, assigning all of Seller's interest in and to the Leases, deposits, contracts and permits to Purchaser.

6.4.7. Seller shall deliver to Purchaser all keys to all buildings and other improvements located on the property, combinations to any safes thereon, and security devices therein in Seller's possession.

6.4.8. Seller shall deliver a letter from Seller addressed to each tenant informing such tenant of the change in ownership.

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6.4.9. Seller shall deliver the original Leases to Buyer.

6.4.10. Seller shall deliver all records and files relating to the management or operation of the Property, including, without limitation, all insurance policies, all security contracts, all tenant files (including correspondence), property tax bills, and all calculations used to prepare statements of rental increases under the Leases and statements of common area charges, insurance, property taxes and other charges which are paid by tenants of the Project.

6.5. Buyer's Costs.

Buyer shall pay the following:

6.5.1. One-half (1/2) of Escrow Holder's fee, costs and expenses;

6.5.2. The cost of recording the Deed of Trust;

6.5.3. All loan costs including 1% assumption fee;

6.5.4. All other costs customarily borne by purchasers of real property in El Paso County;

6.6. Seller's Costs.

Seller shall pay the following:

6.6.1. One-half (1/2) of Escrow Holder's fees, costs and expenses;

6.6.2. The cost of recording the Special Warranty Deed, including documentary transfer taxes;

6.6.3. All other costs customarily borne by sellers of real property in El Paso County;

6.6.4. Seller shall pay the cost of the ALTA Owner's Title Insurance Policy and all endorsements that Buyer or Lender may request and the cost of the Survey.

6.7. Prorations.

6.7.1. Real property taxes, assessments, rents, security deposits, and cam expenses shall be prorated through Escrow between Buyer and Seller as of Close of Escrow. Rents, Security Deposits and Cam Expenses shall be

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approved by Buyer prior to close of escrow. Any delinquent rents collected by Purchaser shall be paid to Seller. Seller shall have the right to pursue any tenant for delinquent rent, but shall not cause tenant to be delinquent for their current rent or become financially unstable. Tax and assessment prorations shall be based on the latest available tax bill. If after Close of Escrow Buyer receives any further or supplemental tax bill relating to any period prior to Close of Escrow, or Seller receives any further or supplemental tax bill relating to any period after Close of Escrow, the recipient shall promptly deliver a copy of such tax bill to the other party, and not later than ten (10) days prior to the delinquency date shown on such tax bill Buyer and Seller shall deliver to the taxing authority their respective shares of such tax bill, prorated as of Close of Escrow.

6.7.2. All leasing commissions owing and tenant improvements with respect to the Property transactions entered into prior to the Close of Escrow including, but not limited to, commissions for lease renewals and expansion options, shall be paid by Seller, and Seller shall indemnify and hold Purchaser harmless for lease commission claims brought against the Property arising therefrom. All leasing commissions for new leases executed after the date of this Agreement shall be prorated between Purchaser and Seller as their respective periods of ownership bears to the primary term of the new lease.

6.7.3. Seller agrees to indemnify and hold Purchaser harmless of and from any and all liabilities, claims, demands, suits, and judgments, of any kind or nature, including court costs and reasonable attorney fees (except those items which under the terms of this Contract specifically become the obligation of Purchaser), brought by third parties and based on events occurring on or before the date of closing and which are in any way related to the Property, and all expenses related thereto, including but not limited to court costs and attorneys' fees.

6.7.4. Purchaser agrees to indemnify and hold Seller harmless of and from any and all liabilities, claims, demands, suits and judgments, of any kind or nature, including court costs and reasonable attorneys fees, brought by third parties and based on events occurring subsequent to the date of closing and which are in any way related to the Property, and all expenses related thereto, including, but not limited to, court costs and attorneys' fees.

6.8. Determination of Dates of Performance.

Promptly after delivery to Buyer of the PTR, Escrow Holder shall prepare and deliver to Buyer and Seller a schedule which shall state each of the following dates:

6.8.1. The date of Opening of Escrow pursuant to Paragraph 5.1;

6.8.2. The date of receipt of the Preliminary Title Report or Title Commitment by Buyer;

6.8.3. The date by which title must be approved by Buyer pursuant to Paragraph 3.2;

6.8.4. The date by which the Inspections must be approved by Buyer pursuant to Paragraph 4.2;

6.8.5. The date by which the amounts described in Paragraphs 2.(inclusive) must be deposited by Buyer, for which determination Escrow Holder shall assume satisfaction of the condition expressed in Paragraph 2. on the last date stated for its satisfaction; and

6.8.6. The date of Close of Escrow pursuant in Paragraph 5.2.

If any events which determine any of the aforesaid dates occur on a date other than the date specified or assumed for its occurrence in this Agreement, Escrow Holder shall promptly redetermine as appropriate each of the dates of performance in the aforesaid schedule and notify Buyer and Seller of the dates of performance, as redetermined.

7. Representations, Warranties, and Covenants

Seller hereby represents and warrants as of the date hereof to Purchaser as follows:

7.1. Seller is a limited liability company duly formed and validly existing under the law of the State of Delaware. Seller has full power and authority to enter into this Contract, to perform this Contract and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Contract and all documents contemplated hereby by Seller have been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Seller is a party. This Contract is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement moratorium or other similar laws affecting the rights of creditors generally.

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7.2. Seller has good and marketable title to the Property, subject to the conditions of title. There are no outstanding rights of first refusal, rights of reverter or option relating to the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. Subject to the Leases, Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property, without material complaint or objection by any person.

7.3. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

7.4. There are no on-site employees of Seller at the Property, and following the Closing, Buyer shall have no obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

7.5. There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened against Seller and affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign;

7.6. The information in the Rent Roll is true, correct, and complete. Seller has or will deliver to Buyer true, accurate and complete copies of all of the Leases and there are no leases, subleases, occupancies or tenancies in effect pertaining to any portion of the Project, and no persons, tenants or entities occupy space in the Project, except as stated in the Rent Roll. There are no options or rights to renew, extend or terminate the Leases or expand any lease premises, except as shown in the Leases. No brokerage commission or similar fee is due or unpaid by Seller with respect to any Lease, and there are no written or oral agreements that will obligate Buyer, as Seller's assignee, to pay any such commission or fee under any Lease or extension, expansion or renewal thereof. The Leases and any guaranties thereof are in full force and effect, and are subject to no defenses, setoffs or counterclaims for the benefit of the tenants thereunder. Neither the landlord nor, to Seller's knowledge, any tenant is in default under its Lease. Seller is in full compliance with all of the landlord's obligations under the Leases, and Seller has no obligation to any tenant under the Leases to further improve such tenant's premises or to grant or allow any rent or other concessions. No rent or other payments have been collected in advance for more than one (1) month and no rents or other deposits are held by Seller, except the security deposits described on the Rent Roll and rent for the current month. Each rental concession, rental abatement or other benefit granted to tenants under the Leases will have been fully utilized prior to the Closing Date.

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7.7. Purchaser acknowledges that it has had, or will have had, as of the closing, sufficient time to review all materials and information Purchaser deems necessary, including the information and materials that Seller has furnished to Purchaser and sufficient time and access to review and investigate the Property. Notwithstanding any other provision of this Contract, the representations and warranties of Seller as set forth herein are hereby modified to the extent that Purchaser has knowledge that a representation or warranty is untrue.

7.8. To induce Seller to enter into this Contract, Purchaser acknowledges and agrees that, except as otherwise expressly set forth herein and the documents executed by Seller at the Closing, the Property shall be conveyed and transferred "AS IS, WHERE IS, AND WITH ALL FAULTS', and Seller does not warrant or make any representation, express or implied, as to the merchantability, quantity, quality, condition, suitability or fitness of the Property for any purpose whatsoever.

7.9. Notwithstanding Section 7.8, Seller represents and warrants to Purchaser that to the best of Seller's knowledge there are no environmental conditions relating to the Property, other than what is disclosed in the documents made available to Purchaser pursuant to Section 4.

7.10. Notwithstanding Section 7.8, to the best of Seller's knowledge there are no material defects with respect to the Property that would not be readily apparent from a reasonably diligent visual inspection of the Property.

7.11. Covenants of Seller. Seller hereby covenants as follows:

7.11.1. At all times from the date hereof through the date of closing, Seller shall cause to be in force fire and extended coverage insurance upon the Property, and public liability insurance with respect to damage or injury to persons or property occurring on the Property in at least such amounts as are maintained by Seller on the date hereof; and

7.11.2. From the expiration of the Due Diligence Period through the date of closing, Seller will not enter into any new lease with respect to the Property, without Purchaser's prior written consent, which shall not be unreasonably withheld. Exercise of a renewal option shall not be considered a new lease. Any brokerage commission payable with respect to a new lease shall be paid as per section 6.7.2 of this agreement. Further, Seller will not modify any existing Lease covering space in the Property without first obtaining the written consent of Purchaser which shall not be unreasonably withheld. Purchaser shall have five (5) business days in which to approve or disapprove of any new lease for which it has a right to consent. Failure to respond in writing within said time period shall be deemed to be consent.

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7.11.3. From the expiration of the Due Diligence Period through the date of closing, Seller shall not sell, assign, or convey any right, title or interest whatsoever in or to the Property, or create or permit to attach any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to closing.

8. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

8.1. Purchaser is an individual. Purchaser has full power and authority to enter into this Contract, to perform this Contract and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Contract and all documents contemplated hereby by Purchaser have been duly and validly authorized by all necessary action on the part of Purchaser and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Purchaser is a party. This Contract is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

9. Conditions Precedent to Closing

The obligations of Purchaser pursuant to this Contract shall, at the option of Purchaser, be subject to the following conditions precedent:

9.1. All of the representations, warranties and agreements of Seller set forth in this Contract shall be true and correct in all material respects as of the date hereof, and Seller shall not have on or prior to closing, failed to meet, comply with or perform in any material respect any conditions or agreements on Seller's part as required by the terms of this Contract.

9.2. There shall be no change in the matters reflected in the Title Commitment, and there shall not exist any encumbrance or title defect affecting the Property not described in the Title Commitment except for the Permitted Exceptions or matters to be satisfied at closing.

9.3. Unless Seller receives notice from Purchaser at least thirty (30) days prior to closing, effective as of closing, the management agreement affecting the Property shall be terminated by Seller and any and all termination fees incurred as a result thereof shall be the sole obligation of Seller.

9.4. Seller shall have operated the Property from and after the date hereof in substantially the same manner as prior thereto.

9.5. If any such condition is not fully satisfied by closing, Purchaser shall so notify Seller may terminate this Contract by written notice to Seller whereupon this Contract may be canceled, upon return of the Due Diligence Items the Deposit shall be paid to Purchaser and, thereafter, neither Seller nor Purchaser shall have any continuing obligations hereunder.

9.6. If Purchaser notifies Seller of a failure to satisfy the conditions precedent set forth in this Article, Seller may, within five days of receipt of Purchaser's Notices agree to satisfy the condition by written notice to Purchase, and Purchaser shall thereupon be obligated to close the transaction provided Seller so satisfies such condition. If Seller fails to agree to cure or fails to cure such condition by the Closing Date, this Contract shall be canceled and the Deposit shall be returned to Purchaser and neither party shall have any further liability hereunder.

9.7. This purchase is conditioned upon Buyer assuming the loan of record and releasing Seller of all liability on said loan. In the event lender will not release Seller from liability, Buyer agrees to indemnify Seller from all liability on said loan.

9.8. Buyer's Intent to Exchange: It is a condition precedent to the closing that Buyer is able to complete an exchange pursuant to Section 1031 of the Internal Revenue Code. Seller agrees to execute such documents or instruments necessary to evidence such exchange provided that Seller's cooperation in such regard shall be at no additional expense or liability and that no additional delays in the scheduled closing dated of this escrow are incurred unless mutually agreed upon by all parties to this Agreement.

9.9. This agreement is condition upon the closing of the sale of Buyer's property commonly known as North Circle Plaza.

Damage or Destruction Prior to Closing

In the event that the Property should be damaged by any casualty prior to closing, then if the cost of repairing such damage, as estimated by an architect or contractor retained pursuant to the mutual agreement of the parties, is :

9.10. Less than Two Hundred Fifty Thousand Dollars ($250,000), the closing shall proceed as scheduled and any insurance proceeds shall be distributed to Purchaser to the extent not expended by Seller for restoration;

or if said cost is:

9.11. Greater than Two Hundred Fifty Thousands Dollars ($250,000), then either Seller or Purchaser may elect to terminate this Contract, in which case upon return of the Due Diligence Items the Deposit shall be returned to Purchaser and neither party shall have any further obligation to the other.

10. Eminent Domain

10.1. If, before the closing, proceedings are commenced for the taking by exercise of the power of eminent domain of all or a material part of the Property which, as reasonably determined by Purchaser, would render the Property unacceptable to Purchaser or unsuitable for Purchaser's intended use, Purchaser shall have the right, by giving notice to Seller within thirty (30) days after Seller gives notice of the commencement of such proceedings to Purchaser, to terminate this Contract, in which event this Contract shall terminate. If, before the closing, proceedings are commenced for the taking by exercise of the power of eminent domain of less than such a material part of the Property, or if Purchaser has the right to terminate this Contract pursuant to the preceding sentence but Purchaser does not exercise such right, then this Contract shall remain in full force and effect and, on the closing, the condemnation award (or, if not therefore received, the right to receive such portion of the award) payable on account of the taking shall be transferred in the same manner as title to the Property is conveyed. Seller shall give notice to Purchaser within three (3) business days after Seller's receiving notice of the commencement of any proceedings for the taking by exercise of the power of eminent domain of all or any part of the Property.

11. Notices

11.1. All notices, demands, or other communications of any type given by any party hereunder, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by United States Mail, as a registered or certified item, return receipt requested by telecopy or by Federal Express. Notices delivered by mail shall be deemed given when received. Notices by telecopy or Federal Express shall be deemed received on the business day following transmission, Notices shall be given to the following addresses:

Seller: Anthony W. Thompson ~~and William O. Passo~~
TMP ~~MISSION~~ TRACE, LLC
~~801 N. Parkcenter #235~~ 1551 N. Tustin Ave. Suite 650
Santa Ana, CA 92705
~~800-888-2026 or 714-836-3303~~ (714) 667-8252

(714) 667-6860 Fax
~~714-550-1059 Fax~~

Copies: Louis Rogers
Hirschler, Fleischer, Weingberg, Cox & Allen
701 East Byrd Street
Richmond, VA 23219
804-771-9567
804-644-0957 Fax

Purchaser: Jong Ho Kim
3847 E. Pikes Peak Avenue, Suite D
Colorado Springs, CO 80909
719-550-1411
719-550-1109 Fax

Copies

12. Remedies

12.1. Defaults by Seller. If there is any default by Seller under this Contract, following notice to Seller and seven (7) days, during which period Seller may cure the default, Purchaser may at its option, (a) declare this Contract terminated in which case the Deposit shall be returned to Purchaser and at Purchaser's option bring an action for damages or (b) treat the contract as being in full force and effect and bring an action against Seller for specific performance.

12.2. Defaults by Purchaser. If there is any default by Purchaser under this Contract, following notice to Purchaser and seven (7) days, during which period Purchaser may cure the default, then Seller may, as its sole remedy, declare this Contract terminated, in which case the Deposit shall be paid to Seller as liquidated damages and each party shall thereupon be relieved of all further obligations and liabilities, except any which survive termination.

In the event this Contract is terminated due to the default of Purchaser hereunder, Purchaser shall deliver to Seller, at no cost to Seller, the Due Diligence Items and all of Purchaser's Reports.

12.3. ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, TORT, FRAUD, MISREPRESENTATION OR OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THIS CONTRACT, WHENEVER BROUGHT AND WHETHER BETWEEN THE PARTIES TO THIS

CONTRACT OR BETWEEN ONE OF THE PARTIES TO THIS CONTRACT AND THE EMPLOYEES, AGENTS OR AFFILIATED BUSINESSES OF THE OTHER PARTY, SHALL BE RESOLVED BY ARBITRATION IN THE STATE OF COLORADO AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-15, NOT STATE LAW, SHALL GOVERN THE ARBITRABILITY OF ALL CLAIMS, AND THE DECISION OF THE ARBITRATOR AS TO ARBITRABILITY SHALL BE FINAL.

A SINGLE ARBITRATOR WHO IS A RETIRED FEDERAL OR COLORADO JUDGE SHALL CONDUCT THE ARBITRATION UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT ON THE ARBITRATOR WITHIN THIRTY (30) DAYS OF WRITTEN NOTICE BY ONE PARTY TO THE OTHER INVOKING THIS ARBITRATION PROVISION, IN ACCORDANCE WITH AAA PROCEDURES FROM A LIST OF QUALIFIED PEOPLE MAINTAINED BY THE AAA. THE ARBITRATION SHALL BE CONDUCTED IN DENVER, COLORADO AND ALL EXPEDITED PROCEDURES PRESCRIBED BY THE AAA RULES SHALL APPLY.

THERE SHALL BE NO DISCOVERY OTHER THAN THE EXCHANGE OF INFORMATION WHICH IS PROVIDED TO THE ARBITRATOR BY THE PARTIES. THE ARBITRATOR SHALL HAVE AUTHORITY ONLY TO GRANT SPECIFIC PERFORMANCE AND TO ORDER OTHER EQUITABLE RELIEF AND TO AWARD COMPENSATORY DAMAGES, BUT SHALL NOT HAVE THE AUTHORITY TO AWARD PUNITIVE DAMAGES OR OTHER NONCOMPENSATORY DAMAGES OR ANY OTHER FORM OF RELIEF. THE ARBITRATOR SHALL AWARD TO THE PREVAILING PARTY ITS REASONABLE ATTORNEYS' FEES AND COSTS AND OTHER EXPENSES INCURRED IN THE ARBITRATION, EXCEPT THE PARTIES SHALL SHARE EQUALLY THE FEES AND EXPENSES OF THE ARBITRATOR. THE ARBITRATOR'S DECISION AND AWARD SHALL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

13. Assignment

Purchaser may assign its rights under this Contract to an entity in which Buyer has a significant interest in.

14. Interpretation and Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Colorado. Where required for proper interpretation, words in the singular shall include

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the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto.

15. Amendment

This Contract may not be modified or amended, except by an agreement in writing signed by the parties. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

16. Attorney's Fees

In the event it becomes necessary for either party to file a suit or arbitration to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit or arbitration.

17. Entire Agreement; Survival

This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement, or condition not expressed in this Contract shall be binding upon the parties hereto nor shall affect or be effective to interpret, change, or restrict the provisions of this Contract. The obligations of the parties hereunder and all other provisions of this Contract shall survive the closing or earlier termination of this Contract, except as expressly limited herein.

18. Multiple Originals only; Counterparts

Numerous contract may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. this contract may be executed in any number of counterparts, all of which when taken together shall constitute the entire agreement of the parties.

19. Acceptance

Time is of the essence of this Contract. The date of execution of this Contract by Seller shall be the date of execution of this Contract. If the final date of any period falls upon a Saturday, Sunday, or legal holiday under the laws of the State of Colorado, then in such event the expiration date of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday under the laws of the State of Colorado.

20. Real Estate Commission

Seller and Purchaser each represent and warrant to the other that neither Seller nor Purchaser has contacted or entered into any agreement with any real estate broker, agent, finder or any other party in connection with this transaction, and that, neither party has taken any action which would result in any real estate broker's, finder's or other fees or commissions being due and payable to any party with respect to the transaction contemplated hereby, except that Seller has contracted with **Olive Real Estate Group Inc.** Seller agrees to pay to said broker $280,000 of which $140,000 shall be paid to _____(Buyer's Broker)_____ Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) resulting to the other party by reason of a breach of the representation and warranty made by such party in this Article.

21. Confidentiality

Purchaser agrees that, prior to the closing, all property information received by purchaser shall be kept confidential as provided in this article. Without the prior written consent of seller, prior to the closing, the property information shall not be disclosed by purchaser or its representatives, in any manner whatsoever, in whole or in part, except (1) to Purchaser's representatives who need to know the property information for the purpose of evaluating the Property and who are informed by the Purchaser of the confidential nature of the property information; (2) as may be necessary for Purchaser or Purchaser's representatives to comply with applicable laws, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements; to comply with other requirements and requests of regulatory and supervisory authorities and self-regulatory organizations having jurisdiction over Purchaser or Purchaser's representatives; to comply with regulatory or judicial processes; or to satisfy reporting procedures and inquiries of credit rating agencies in accordance with customary practices of Purchaser or its affiliates; and (3) to prospective tenants of the Property.

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SIGNATURE PAGE OF MISSION TRACE PURCHASE AGREEMENT

EXECUTED on this the 21st day of January, 2002.

SELLER:

TMP TRACE, LLC, a Delaware Limited Liability Company

~~By: TMP INVESTMENTS, INC. a California Corporation~~

By: _____
Anthony W. Thompson

~~By:~~ _____
~~William O. Passo~~

EXECUTED on this the 21st day of January, 2002.

PURCHASER:

By: _____
Jong Ho Kim

P.21

JAN-21-2002 04:30

FIRST AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Amendment") is made to be effective as of the 21st day of January, 2002 by and between TMP TRACE, LLC, a Delaware Limited Liability Company ("Seller"), and JONG HO KIM, or Assigns ("Buyer").

Recitals

This Amendment is made with reference to the following facts:

A. The consummation of this transaction will be subject to the approval of the LLC investors. Sellers will provide Buyer with such approval on or before February 15, 2002.

B. Buyer to credit Seller with $100,000 of the total escrow balance held by Lender.

Except as expressly amended and modified hereby, the Purchase and Sale of Real Property and Escrow Instructions remains unmodified and in full force and effect as of the date hereof, and is hereby confirmed, ratified and incorporated in full herein by this reference.

This Amendment may be executed in two or more identical counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. A facsimile transmitted copy of this Amendment executed by a party shall be accepted as an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

SELLER:
TMP TRACE, LLC, a Delaware Limited Liability Company

By: _____
Anthony W. Thompson

BUYER:

_____
Jong Ho Kim

** TOTAL PAGE.02 **

Theresa 714-667-6860

SECOND AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPRTY AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Amendment") is made to be effective as of the _____ day of _____, 2002 by and between TMP TRACE, LLC, a Delaware limited liability company ("Seller"), and JONG HO KIM, or Assignee ("Buyer").

Recitals

This Amendment is made with reference to the following facts:

A. The Purchase Price is hereby amended to Six Million Eight Hundred Fifty Thousand And No/100 Dollars ($6,850,000.00)

B. Olive Real Estate Group and Kosmo Realty Company hereby agree to credit Buyer with a total of $50,000 from commissions due the Brokers at close of escrow. ($25,000 – Olive Real Estate Group and $25,000 – Kosmo Realty Company).

C. The Seller's Price Reduction is subject to 51% vote of Seller's Partner prior to loan approval for assumption by Buyer and Lender.

Except as expressly amended and modified hereby, the Purchase and Sale of Real Property and Escrow Instructions remains unmodified and in full force and effect as of the date hereof, and is hereby confirmed, ratified and incorporated in full herein by this reference.

This Amendment may be executed in two or more identical counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. A facsimile transmitted copy of this Amendment executed by a party shall be accepted as an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

SELLER:
TMP TRACE, LLC, a Delaware limited liability Company

By: _____
Anthony W. Thompson

BUYER:

_____
Jong Ho Kim

BROKER:
Olive Real Estate Group

By: _____

BROKER:
Kosmo Realty Company

By: _____

THIRD AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS THIRD AMENDMENT TO THE PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Amendment") is made to be effective as of the ____ day of April, 2002 by and between TMP TRACE, LLC, a Delaware limited liability company ("Seller"), and JONG HO KIM or Assignee ("Buyer").

Recitals

This Amendment is made with reference to the following facts:

A. Buyer hereby acknowledges that Seller has complied with its obligations set forth in Section 4 of the Agreement and that the Due Diligence Period terminated prior to the execution of this Amendment. Buyer unconditionally waives all Due Diligence Contingencies.

B. The close of escrow shall take place immediately upon Lender's approval of the loan assumption by Buyer

Except as expressly amended and modified hereby, the Purchase and Sale of Real Property and Escrow Instructions remains unmodified and in full force and effect as of the date hereby, and is hereby confirmed, ratified and incorporated in full herein by this reference.

This Amendment may be executed in two or more identical counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. A facsimile transmitted copy of this Amendment executed by a party shall be deemed as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

SELLER:
TMP TRACE, LLC, a Delaware limited liability company

By: _____ Date: 4/5/02
Anthony W. Thompson

BUYER: _____ Date: 4/5/02
Jong Ho Kim

EXHIBIT A

Legal Description

Property Address: 3001-3285 S. Academy Boulevard
Colorado Springs, Colorado

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty,CO 099108346
07/06/1999 03:49
Doc $0.00 Page
Rec $15.00 5 of 5

GUARANTY

THIS GUARANTY ("Guaranty"), dated as of June 28, 1999, is made by ANTHONY W. THOMPSON AND WILLIAM O. PASSO, (collectively and individually "Guarantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), and is executed pursuant to that certain Loan Agreement dated as of the date of this Guaranty between Lender and TMP TRACE, LLC, a Delaware limited liability company ("Borrower"), (such Loan Agreement, as it may from time to time be supplemented, modified and amended, being referred to in this Guaranty as the "Loan Agreement"), the provisions of which are incorporated in this Guaranty by reference. Capitalized terms used in this Guaranty and not otherwise defined are used with the meaning set forth in the Loan Agreement.

Subject to the terms and conditions set forth in the Loan Agreement, Lender has agreed to make a loan to the Borrower in the amount of $5,708,000.00 (the "Loan") to finance the real estate project of the Borrower known as Mission Trace Shopping Center (the "Project"). The Loan will be secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by the Borrower with respect to the Project. As a condition of the obligation of Lender to make the Loan, the Guarantor is required to execute and deliver to Lender this Guaranty.

To induce Lender to make the Loan and to extend such additional credit as Lender may from time to time agree under the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

1. Guaranteed Obligations. Guarantor absolutely and unconditionally guarantees the punctual and complete payment and performance when due of (a) all indebtedness and obligations under the Loan Documents for which Borrower and/or any Borrower Party has personal liability to Lender, as the same may be limited under Article 12 of the Loan Agreement, and (b) all indebtedness and obligations of Borrower under the Environmental Indemnity Agreement; in each case as such indebtedness and obligations may from time to time be supplemented, modified, amended, renewed and extended, whether evidenced by new or additional instruments, documents or agreements or otherwise (collectively, the "Guaranteed Obligations"). Upon the occurrence of any Event of Default, all Guaranteed Obligations shall, at the option of Lender, immediately become due and payable by the Guarantor without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by the Guarantor, and irrespective of whether any Guaranteed Obligations have then become due and payable by the Borrower or any Borrower Party (each of the Borrower and any Borrower Party being referred to in this Guaranty as an "other Borrower Party").

2. Nature of Guaranty. This Guaranty is a guaranty of payment and performance and not of collection, is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future, including (a) interest and other Guaranteed Obligations arising or accruing after bankruptcy of any Borrower Party or any sale or other disposition of any security for this Guaranty or for the obligations of any other Borrower Party (any such security being referred to in this Guaranty as the "Security"), and (b) any Guaranteed Obligations that survive repayment of the Loan. This Guaranty and any Security for this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment or performance of any Guaranteed Obligations is rescinded or must otherwise be returned by Lender or any other Person upon the bankruptcy, insolvency or reorganization of any Borrower Party or otherwise, all as though such payment or performance had not occurred. Guarantor shall have no authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation.

3. Obligations Independent. The obligations of Guarantor under this Guaranty are independent of the obligations of any other Borrower Party under the Loan Documents (such obligations of any other Borrower Party, including the Borrower's obligations in respect of the Guaranteed Obligations, being referred to in this Guaranty as the "Other Obligations") and any Security, and the enforceability of any Security for this Guaranty is likewise independent of any such Other Obligations and any other Security. Lender may bring action against any other Borrower Party or

EXHIBIT C-1

performance had not occurred. Guarantor shall have no authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation.

3. **Obligations Independent**. The obligations of Guarantor under this Guaranty are independent of the obligations of any other Borrower Party under the Loan Documents (such obligations of any other Borrower Party, including the Borrower's obligations in respect of the Guaranteed Obligations, being referred to in this Guaranty as the "**Other Obligations**") and any Security, and the enforceability of any Security for this Guaranty is likewise independent of any such Other Obligations and any other Security. Lender may bring action against any other Borrower Party or joining any other Borrower Party in any action against Guarantor, and otherwise independently of any other right, power or remedy (each, a "**Remedy**") that may be available to Lender at any time with respect to any Other Obligations or Security. Guarantor waives any right to require Lender at any time to proceed against any other Borrower Party, apply any Security or otherwise enforce, proceed against or exhaust any Other Obligations or Security or pursue any other Remedy in Lender's power.

4. **Action with Respect to Other Obligations or Security**. Guarantor authorizes Lender, without notice or demand and without affecting its liability under or the enforceability of this Guaranty or any Security for this Guaranty, from time to time to:

(a) supplement, modify, amend, renew, extend, accept partial payments or performance on or otherwise change the time, manner or place of payment or performance or the interest rate or other terms or the amount of, or release, reconvey, terminate, waive, abandon, subordinate, exchange, substitute, transfer or consent to the transfer of or enter into or give any other agreement, approval, waiver or consent with respect to or in exchange for any Other Obligations or Security or any of the Loan Documents;

(b) receive and hold additional Security or guaranties;

(c) release any other Borrower Party from any personal liability with respect to any Other Obligations and participate in any bankruptcy or reorganization of any other Borrower Party in such manner as Lender may determine; and

(d) accelerate, settle, compromise, compound, sue for, collect or otherwise liquidate, enforce or deal with any Other Obligations or Security (including judicial or nonjudicial sale or other disposition of any Security), bid and purchase at any sale or other disposition of any Security and apply any Security and any proceeds or other payments received by Lender, in each case in such order and manner as Lender may determine.

5. **Waivers**. To the fullest extent permitted by applicable law, each Guarantor waives all rights and defenses of sureties, guarantors, accommodation parties and/or co-makers and agrees that its obligations under this Guaranty shall be primary, absolute and unconditional, and that its obligations under this Guaranty shall be unaffected by any of such rights or defenses, including:

(1) the unenforceability of any Loan Document against Borrower and/or any other Guarantor;

(2) any release or other action or inaction taken by Lender with respect to the collateral, the Loan, Borrower and/or other Guarantor, whether or not the same may impair or destroy any subrogation rights of any Guarantor, or constitute a legal or equitable discharge of any surety or indemnitor;

(3) the existence of any collateral or other security for the Loan, and any requirement that Lender pursue any of such collateral or other security, or pursue any remedies it may have against Borrower and/or any other Guarantor;

(4) any requirement that Lender provide notice to or obtain a Guarantor's consent to any modification, increase, extension or other amendment of the Loan, including the Guaranteed Obligations;

(5) any right of subrogation (until payment in full of the Loan, including the Guaranteed Obligations, and the expiration of any applicable preference period and statute of limitations for fraudulent conveyance claims);

(6) any defense based on any statute of limitations;

(7) any payment by Borrower to Lender if such payment is held to be a preference or fraudulent conveyance under bankruptcy laws or Lender is otherwise required to refund such payment to Borrower or any other party;

(8) any voluntary or involuntary bankruptcy, receivership, insolvency, reorganization or similar proceeding affecting Borrower or any of its assets;

(9) To the extent permitted by applicable law, Guarantor waives (a) any defense of Guarantor based upon Lender's election of any remedy against Guarantor or Borrower or both; (b) any defense based upon Lender's failure to disclose to Guarantor any information concerning Borrower's financial condition or any other circumstances bearing on Borrower's ability to pay all sums payable under the Loan Documents; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (d) any defense based upon Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (e) any right of subrogation, any right to enforce any remedy which Lender may have against Borrower and any right to participate in, or benefit from, any security for the Note or the other Loan Documents now or hereafter held by Lender; and (f) the benefit of any statute of limitations affecting the liability of the Guarantor hereunder or the enforcement hereof;

6. **Agreements**. Each Guarantor further represents, warrants and agrees that:

(1) The obligations under this Guaranty are enforceable against each such party and are not subject to any defenses, offsets or counterclaims;

(2) The provisions of this Guaranty are for the benefit of Lender and its successors and assigns;

(3) Lender shall have the right to (i) renew, modify, extend or accelerate the Loan, (ii) pursue some or all of its remedies against Borrower or any Guarantor, (iii) add, release or substitute any collateral for the Loan or party obligated thereunder, and (iv) release Borrower or any Guarantor from liability, all without notice to or consent of any Guarantor (or other Guarantor) and without affecting the obligations of any Guarantor (or other Guarantor) hereunder; and

(4) Each Guarantor covenants and agrees to furnish to Lender, within ninety (90) days after the end of each fiscal year of such Guarantor, a current (as of the end of such fiscal year) balance sheet of such Guarantor, in scope and detail reasonably satisfactory to Lender, certified by the chief financial representative of such Guarantor and, if required by Lender, prepared on a review basis and certified by an independent public accountant reasonably satisfactory to Lender.

7. **Survival**. The provisions of this Guaranty shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Project to any Party, whether or not an Affiliate of Borrower.

8. **Financial Information**. Upon request by Lender, Guarantor shall promptly provide to Lender copies of requested financial statements and/or tax returns of Guarantor. All such financial statements delivered to Lender will be complete and correct and present fairly the financial condition of Guarantor as of the date thereof under generally accepted accounting principles consistently applied (or such other method of preparation approved by Lender) and will disclose all liabilities of Guarantor that we required by the accounting method used to be reflected or reserved against, whether liquidated or unliquidated, fixed or contingent. All tax returns submitted to Lender by Guarantor will be true and correct to the best of the knowledge of Guarantor. Guarantor hereby agrees that each time a financial statement or tax return is submitted by him to Lender, Guarantor shall be deemed to have represented and warranted to Lender that such financial statement or tax return complies with all of the above requirements and that since the date of such submitted financial statement there has been no material adverse change in the financial condition of Guarantor.

9. **Waivers and Amendments**. No supplement to, modification or amendment of, or waiver, consent or approval under, any provision of this Guaranty shall be effective unless in writing and signed by Lender, and any waiver, consent or approval shall be effective only in the specific instance and for the specific purpose for which given.

10. **Remedies**. Each of the Remedies provided in this Guaranty is cumulative and not exclusive of, and shall not prejudice, any other Remedy provided in this Guaranty or by applicable

Laws or under any other Loan Documents. Each Remedy may be exercised from time to time as often as deemed necessary by Lender, and in such order and manner as Lender may determine. No failure or delay on the part of Lender in exercising any Remedy shall operate as a waiver of such Remedy; nor shall any single or partial exercise of any Remedy preclude any other or further exercise of such Remedy or of any other Remedy.

11. **Costs and Expenses**. Guarantor shall pay to Lender on demand all costs, expenses and charges of Lender in connection with the enforcement of, or the exercise of any Remedy or any other action taken by Lender under or in connection with, this Guaranty or any Guaranteed Obligations, including the reasonable fees and disbursements of Lender's legal counsel and other out-of-pocket expenses, and the reasonable charges of Lender's internal legal counsel.

12. **Notices**. Any notice required or permitted to be given under this Guaranty shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 12). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Guarantor:

Anthony W. Thompson
801 N. Parkcenter Drive
Suite 235
Santa Ana, California 92705
Telecopy: (714) 550-1059

William D. Passo
801 N. Parkcenter Drive
Suite 235
Santa Ana, California 92705
Telecopy: (714) 550-1059

If to Lender:

General Electric Capital Corporation
c/o GE Capital Loan Services, Inc.
363 North Sam Houston Parkway East, Suite 1200
Houston, Texas 77060
Attention: Portfolio Manager/Access Program
Telecopy: (281) 405-7132

with a copy to:

General Electric Capital Corporation
16479 Dallas Parkway, Suite 500
Two Bent Tree Tower
Addison, Texas 75001-2512
Attention: David R. Martindale
Telecopy: (972) 728-7651

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b)

on the first Business Day after deposit with an overnight air courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received when the telecopy is transmitted to the party's telecopy number specified above confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

13. **Binding Agreement**. This Guaranty shall be binding on and inure to the benefit of Guarantor and Lender and their respective successors and assigns, except that Guarantor shall have no right to assign any interest under this Guaranty without the prior written consent of Lender. Lender may from time to time assign its interest under this Guaranty in whole or in part without notice to or the consent of Guarantor.

14. **Multiple Guarantors; Married Guarantors**. If more than one Person signs this Guaranty as Guarantor, (a) the term "Guarantor" shall mean each such Person, (b) the obligations of each Guarantor shall be joint, several and independent, and (c) this Guaranty shall be construed and enforced as though each Guarantor executed a separate guaranty on the terms set forth in this Guaranty. Any Guarantor who is married agrees that Lender may look to all of his or her community property and separate property to satisfy his or her obligations under this Guaranty.

15. **Construction**. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will including any other gender. The captions of the sections of this Guaranty are for convenience only and do not define or limit any terms or provisions. The word "include(s) means include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Guaranty. Time is of the essence in the performance of this Guaranty by Guarantor.

16. **Enforceability**. Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantor in this Guaranty are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Lender's consideration for making the Loan, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and (d) Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to make the Loan in material reliance upon the presumed full enforceability thereof.

17. **Waiver of Jury Trial**. EACH OF LENDER AND GUARANTOR WAIVE TRIAL

BY JURY IN ANY ACTION OR OTHER PROCEEDING (INCLUDING COUNTERCLAIMS), WHETHER AT LAW OR EQUITY, BROUGHT BY LENDER OR GUARANTOR AGAINST THE OTHER ON MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS GUARANTY, THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY TRANSACTION CONTEMPLATED BY, OR THE RELATIONSHIP BETWEEN LENDER AND GUARANTOR OR ANY OTHER BORROWER PARTY OR ANY ACTION OR INACTION BY ANY PARTY UNDER, ANY OF THE LOAN DOCUMENTS.

18. **Counterparts**. This Guaranty may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one Guaranty.

This Guaranty shall be governed by the laws of the State where the Project is located.

Executed as of _____, 1999

GUARANTORS:

ANTHONY W. THOMPSON

WILLIAM O. PASSO

VENABLE LLP

Two Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201-2978

Telephone 410-244-7400
Facsimile 410-244-7742

www.venable.com

August 3, 2005

Via UPS Overnight Delivery and Certified Mail Return Receipt Requested

MISSION TRACE KIM, LLC
Attn: Jong Ho Kim
4520 Star Rauch Road
Colorado Springs, Colorado 80906

RE: That certain loan in the original principal amount of $5,708,000 (the "Loan") evidenced by the Promissory Note dated June 28, 1999 (the "Note") from TMP Trace, LLC (the "Original Borrower"), secured by, among other things, certain documents executed by Original Borrower and by Anthony W. Thompson and William O. Passo (collectively the "Original Borrower Principals"), Original Borrower's interest having been assigned to and assumed by Mission Trace Kim, LLC (the "Borrower") pursuant to that certain Assumption and Release Agreement recorded May 17, 2002 and signed by Borrower and Jong Ho Kim (the "New Borrower Principal"); such Loan now held by Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank Minnesota, National Association, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2 (the "Lender"); all documents related to the Loan being collectively referred to herein as the "Loan Documents".
Property Address: Mission Trace Shopping Center
3001-3285 South Academy Boulevard
Colorado Springs, Colorado

NOTICE OF DEFAULT

Dear Borrower:

The above-mentioned Loan is part of a mortgage pool known as the Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass Through Certificates, Series 1999-2 (the "Trust") for which Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank Minnesota, National Association is the Trustee, Wachovia Bank, National Association is the Master Servicer and CWCapital Asset Management LLC ("CW") is the Special Servicer. I write as counsel to CW acting solely in its capacity as Special Servicer to the Trust.

On behalf of CW and in accordance with CW's policies and procedures, you are hereby notified that an **EVENT OF DEFAULT** has occurred under the terms of the Loan Documents by virtue of your failure to pay the monthly installments of principal and interest due June 1, 2005, and related late charges, default interest and escrow charges. **DEMAND IS**

EXHIBIT
C-2

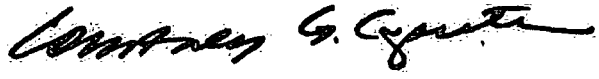
HEREBY MADE for the payment of all amounts unpaid now due and owing or other required remedy.

Note that, by reason of the above Default, Lender may be entitled, in its sole discretion, to exercise certain rights and remedies under the Loan Documents. Notwithstanding the exercise of the foregoing rights or the commencement or continuation of discussions or negotiations, the acceptance of payments, or the postponement or delay in taking action or exercising rights or remedies, Lender has not and does not waive the existence of the Default referred to above or waive the existence of any other defaults which may exist. Lender shall not be limited or restricted from enforcing any rights or remedies available to it, including without limitation, acceleration, commencing judicial or non-judicial foreclosure proceedings, seeking the appointment of a receiver to collect rents and profits, or otherwise administer the collateral.

No negotiations, making or acceptance of payments, delay in making demand or enforcing rights or remedies, or other action or inaction undertaken pursuant to this letter or under the Loan Documents shall constitute a waiver of the Lender's rights at law or under the Loan Documents unless specifically stated in a written agreement signed by Lender or its Special Servicer.

Should you have any questions regarding the amount due or the information required from you, please contact Gregory F. Akins, CWCapital Asset Management LLC, 1919 Pennsylvania Avenue, NW, Washington, DC 20006-3434, telephone (202) 973-6367.

Very truly yours,



Courtney G. Capute

::ODMA\PCDOCS\BA3DOCS1\307844\1

cc: Jong Ho Kim, Individually as Borrower Principal (via UPS and Certified Mail Return Receipt Requested)
Michael C. Cook , Esquire (via UPS and Certified Mail Return Receipt Requested)
Gregory F. Akins (via pdf email)

CWCapital
ASSET MANAGEMENT

MISSION TRACE

August 3, 2005

VIA OVERNIGHT DELIVERY

MISSION TRACE KIM, LLC
Attn: Jong Ho Kim
4520 Star Ranch Road
Colorado Springs, Colorado 80906

RE: That certain loan in the original principal amount of $5,708,000 (the "Loan") evidenced by the Promissory Note dated June 28, 1999 (the "Note") from TMP Trace, LLC (the "Original Borrower"), secured by, among other things, certain documents executed by Original Borrower and by Anthony W. Thompson and William O. Passo (collectively the "Original Borrower Principals"), Original Borrower's interest having been assigned to and assumed by Mission Trace Kim, LLC (the "Borrower") pursuant to that certain Assumption and Release Agreement recorded May 17, 2002 and signed by Borrower and Jong Ho Kim (the "New Borrower Principal" or "Guarantor"); such Loan now held by Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank Minnesota, National Association, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2 (The Note, Loan Agreement, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, UCC Financing Statements, and all other documents executed in connection with the Note shall be collectively referred to as the "Loan Documents").

Dear Borrower:

The above-mentioned asset is part of a mortgage pool known as Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 1999-C2 (the "Trust") for which Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, National Association, is the Trustee, Wachovia Bank, National Association is the Master Servicer and CWCapital Asset Management LLC ("CW"), as successor to Allied Capital Corporation, is the Special Servicer.

1919 Pennsylvania Avenue, NW, 4th Floor, Washington, DC 20006
202.973.6367 phone 202.466.1834 fax www.cwcapital.com

EXHIBIT
C-3

Borrower desires to engage in discussions with the Trust relating to the obligations Borrower owes to the Trust and wants to discuss various courses of action which may be in the parties' mutual interests. The Trust agrees to participate in such discussions provided that the Trust and Borrower enter into this letter agreement (this "Agreement") to mutually acknowledge the nature of, and certain understandings with respect to, the proposed discussions. This Agreement constitutes an agreement between the Trust and the Borrower with respect to negotiations concerning the Loan and the Loan Documents; accordingly, for good and valuable consideration, the Trust and Borrower agree as follows:

1. Negotiations. The parties to this Agreement acknowledge that they are about to commence negotiations (the "Negotiations") concerning the obligations owed to the Trust by the Borrower and that they intend to discuss various courses of action which will include those that they believe may be in their mutual interests, with a view towards a compromise and settlement by the parties. Accordingly, the parties expressly stipulate and agree that both the content and the existence of statements and communications among the parties created during such Negotiations shall remain protected and no part of any oral or written communication from the Trust during such Negotiations shall be admissible or subject to discovery in any case or proceedings or be used for any other purpose, including, without limitation, proof of admissions of liability; provided, however, that this paragraph shall not pertain to information which in the absence of this Agreement would be available for inspection or review by the Trust pursuant to the Loan Documents.

2. Agreements to be Writing. This Agreement will confirm that, while there may be many matters which the parties hope to discuss, no agreement reached with respect to any matter (including, without limitation, any waiver of any right or remedy) shall have any effect whatsoever unless such agreement is reduced to writing, signed and delivered by all parties' Authorized Representatives (defined hereinbelow). This Agreement may be amended only by a written agreement signed by and delivered by all parties' Authorized Representatives. No officer or employee is authorized to commit the Trust verbally to any agreement, or to any modification of the existing Loan Documents, and Borrower may not rely on any verbal communication or anything else from the Trust or any of its officers or employees which may be construed to the contrary.

3. Loan Documents in Force. The Loan Documents are in full force and effect and are binding on the Borrower in accordance with their terms. The Borrower shall continue to be bound by their terms, except only to the extent that such Loan Documents may hereafter be modified by a written agreement duly signed and delivered as described in Paragraph 2 above. This Agreement shall not be construed as an amendment, novation, accord and satisfaction, estoppel, or waiver of the Trust's rights under the Loan Documents. Nothing contained herein shall limit the Trust in initiating, continuing or otherwise proceeding with the exercise of any right or remedy available to the Trust under the Loan Documents or otherwise.

4. Status of Obligations. Borrower acknowledges that it is in default under the Loan Documents by reason of, among other things, its failure to make scheduled loan payments. Notwithstanding the commencement or continuation of discussions or negotiations, the Trust has not and does not waive the existence of any events of default under the Loan Documents or any rights and remedies that the Trust may have. The Trust shall not be limited or restricted from enforcing any rights or remedies available to it, including, without limitation, commencing

judicial or non-judicial foreclosure proceedings, seeking the appointment of a receiver, collecting rents and profits or otherwise exercising its remedies, and the Trust expressly reserves all such rights and remedies. Borrower hereby acknowledges and agrees that there have been no modifications to the Loan Documents, the Loan Documents constitute all of the agreements among the Trust and Borrower, and the Loan Documents continue to constitute Borrower's legal and enforceable obligations. Borrower acknowledges and agrees that no fiduciary or special relationship with the Trust is created by this Agreement, the participation of the Trust in any of the Negotiations herein contemplated, or otherwise. Borrower specifically acknowledges and agrees that the Trust has made no promise, commitment, or representation whatsoever, nor has the Trust made any obligation to Borrower to modify the terms of the Loan, offer any discounted payoff of the Loan, refinance the Loan, grant any forbearances, extend the payment terms of the Loan or extend any other financial accommodation to Borrower.

5. Authorized Representatives. Each of the parties will designate in writing his, her or its representative for the Negotiations (the "Authorized Representatives"). The persons whose names, addresses and telephone numbers are listed on Exhibit "A" attached hereto have been designated as Authorized Representatives as of the date of this Agreement. Any party hereto may, by notice to the other, designate additional or substitute Authorized Representatives. The individuals who sign this Agreement on the Trust's behalf and those who conduct the Negotiations on the Trust's behalf (the "Trust's Authorized Representatives") do not have the authority to bind the Trust to any amendment or modification of or changes in the Loan Documents or to any waiver or release of, or relief concerning, any provision thereof or any default of or requirement applicable to Borrower thereunder or any right or remedy of the Trust thereunder. If the Trust's Authorized Representatives agree (orally or otherwise), or conclude that it may be appropriate to agree, with Borrower concerning any proposed modification to or amendment of any of the Loan Documents or any modification of any of the obligations thereunder (the "Obligations"), they will summarize that proposed agreement in a non-binding letter of intent ("Letter of Intent") which, when approved in writing by Borrower, will provide the basis for their recommendation to the appropriate senior management of the Trust that such a loan modification be authorized by the Trust. If the Trust grants such authorization, the Trust shall notify the Borrower in writing (the "Authorization Notice"), and only after full, strict, and timely compliance by Borrower with all of the requirements, terms, and conditions of the Letter of Intent and the Authorization Notice (including, without limitation, the execution and delivery by Borrower and the Trust of a definitive, formal written agreement prepared and signed by the Trust that expressly amends or modifies one or more of the Loan Documents or Obligations) will any modification of any of the Loan Documents or Obligations be binding on the Trust.

6. Alternative Opportunities. Since the parties recognize that these Negotiations may not produce a mutually acceptable resolution of the overall problem, Borrower must be and is responsible for operating its business in a manner it deems appropriate. In particular, Borrower should not forego acceptable alternative opportunities, if any, while such Negotiations are pending, including without limitation, any refinance, sale, lease or other disposition of the underlying real estate collateral, and in each case, subject to the terms of the Loan Documents. Borrower acknowledges that it may not in any way rely on, or claim reliance on, the Negotiations.

7. Tolling of Statutes of Limitations. The parties agree that the running of all statutes of limitations or doctrine of laches applicable to any claims or causes of action, including without

limitation, all avoidance actions under Chapter 5 of Title 11 of the United States Code, or applicable state fraudulent conveyance statutes that might be brought by or on behalf of the Trust in a proceeding under said Title 11 or under applicable law, are tolled and suspended during the period commencing as of the transmission date of this Agreement and ending thirty (30) days following receipt of notice terminating the Negotiations described in this Agreement.

8. Termination. Any party shall have the right to terminate the Negotiations at any time upon written notice to the other party, without obligation or liability by virtue of the commencement or termination of Negotiations hereunder or the passage of time associated therewith. Upon such termination, the parties' respective obligations to one another shall be only as set forth in the Loan Documents, except that the provisions of this Agreement shall survive.

9. Notice. All notices given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, by overnight courier service or by facsimile with proper confirmation, to the other parties' Authorized Representative.

10. Payment Statements. From time to time, the Trust has sent and may send to the Borrower payment statements. The payment statements are generated for the Borrower's information and convenience only, and the billing statements do not waive, amend or alter the Borrower's obligations under the Loan Documents.

11. Expense Reimbursement. In addition to Borrower's reimbursement obligations in the Loan Documents, Borrower agrees to pay CW a workout/modification fee in the amount of 1% of the outstanding principal balance of the loan and to reimburse the Trust and CW for all of their out-of-pocket expenses incurred in pursuit of these discussions and negotiations, including, without limitation, attorneys' fees and costs, property inspection costs, appraisal fees, engineering fees, title and housing violation search costs, and costs of obtaining certified rent rolls. Payment of some or all of such out-of-pocket expenses may be required in advance as a condition to proceeding with discussions.

12. Borrower Cooperation. Borrower will cooperate with the Trust, its agents and its representatives, to allow the Trust to conduct environmental site assessments, site inspections, structural studies, audits, appraisals and other evaluations of the property encumbered by the Loan. Furthermore, Borrower agrees to furnish the Trust, upon request and in a form acceptable to the Trust, with current, complete and accurate financial statements for Borrower, and with current operating statements and balance sheets for the operation of the real property securing the Loan. All such information must be signed by the person submitting it and certified as true, correct and complete and shall not be subject to the confidentiality provisions of Paragraph 1 of this Agreement.

13. Rents and Profits as Cash Collateral. Borrower and each of its general partners or managing members hereby agrees and acknowledges that the rents, income, revenues, accounts, receipts, issues, and profits, and other payments, whether now existing or hereafter arising under or generated by the collateral securing the Loan ("Rents and Profits") are and shall be deemed a part of the Trust's "Cash Collateral" under Section 363 of Title 11 of the United States Code, as amended (the "Bankruptcy Code") in the event that Borrower files a voluntary petition in bankruptcy or is made subject to any involuntary bankruptcy proceeding. Borrower may not use Cash Collateral without the consent of the Trust and/or an order of any bankruptcy court,

pursuant to Section 363(b)(2) of the Bankruptcy Code, and Borrower hereby waives any right it may have to assert that the Trust's security interest in the Rents and Profits does not constitute Cash Collateral. No consent by the Trust to the use of Cash Collateral by Borrower shall be deemed to constitute the Trust's approval of the purpose for which such Cash Collateral was expended. Borrower further agrees that if it is determined that any of the rights granted the Trust pursuant to the Loan Documents constitute a security interest in or lien against the Rents and Profits, such shall be deemed perfected, "choate," and enforced, without the necessity of making any demand, filing any documents or commencing any proceeding that may otherwise be required under non-bankruptcy law for the perfection or enforcement of security interests, with such perfection and enforcement being binding upon Borrower and any subsequently appointed trustee in any case under the Bankruptcy Code.

14. Voluntary Agreement. Borrower represents and warrants to the Trust that Borrower is represented by legal counsel of its choice, that it has consulted with such counsel regarding this Agreement, that it is fully aware of the terms and provisions contained herein and of their effect, and that it has voluntarily and without coercion or duress of any kind entered into this Agreement.

15. No Claims Against Trust. Borrower acknowledges and agrees that it currently holds no claim against the Trust, including, but not limited to, setoff, recoupment, estoppel, waiver, cancellation of instruments, rescission, novation or excuse of performance under the Loan Documents by virtue of any actions or inactions of the Trust or any of its predecessors-in-interest, if any, including among other things, any actions or inactions as contemplated in the Federal Code of Civil Procedures Sections 580, Subdivision (b) and Section 726.

16. Miscellaneous. This letter agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, and shall be governed by, and interpreted in accordance with, the laws of the State of Maryland. Paragraph headings used in this Agreement are for convenience only and shall not be used to interpret any term hereof. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement. Each person executing this Agreement on behalf of a party represents to the other party that such person has the full authority and legal power to do so. The parties hereto agree that their electronically transmitted signatures on this letter agreement shall have the same effect as manually transmitted signatures.

Should you have any questions, please contact me. I can be reached directly at 202-973-6367 or via email at gakins@cwcapital.com.

Sincerely,

CWCAPITAL ASSET MANAGEMENT LLC, solely in its capacity as Special Servicer for the Trust

David Iannarone
Director

BORROWER'S CONSENT:
Consented and agreed to this _____ day of _____, 2005.

MISSION TRACE KIM, LLC

By: _____
Name: _____
Title: _____

GUARANTOR'S ACKNOWLEDGMENT

By Guarantor's signature below, Guarantor consents to the terms of this letter agreement and acknowledges that this letter agreement does not alter, amend, diminish, waive or discharge the Borrower's obligations to the Trust under the Loan Documents in any way. Guarantor further agrees that this letter agreement does not alter, amend, diminish, waive or discharge Guarantor's obligations to the Trust under any guaranty, and Guarantor agrees to continue to be bound under the terms of the guaranty in the event that the Loan Documents are modified as provided in Paragraph 5 of this Letter Agreement, without further notice or consent. To the extent that notice and/or Guarantor's consent may be required as a condition precedent to continued liability under any guaranty, such notice and consent are hereby waived. Guarantor agrees that it is bound and shall continue to be bound to the Trust under its guaranty during the course of the Negotiations and following any termination of the letter agreement.

Consented and agreed to this _____ day of _____, 2005.

JONG HO KIM, individually as Guarantor

_____

Name: Jong Ho Kim
Title: _____

EXHIBIT "A"

Schedule of Representatives

The authorized representatives of the parties are as follows:

Trust's Representatives:

Name: Gregory F. Akins, Vice President of Special Servicing
Address: CWCapital Asset Management LLC
1919 Pennsylvania Avenue NW
Washington, DC 20006-3434

Phone: 202-973-6367
email: gakins@cwcapital.com

Borrower's Representatives:

Name: Jong Ho Kim
Address 4520 Star Rauch Road
Colorado Springs, Colorado 80906

Phone:
Fax No.:
email:

Name:
Address

Phone:
Fax No.:
email:

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DISTRICT COURT COUNTY OF EL PASO STATE OF COLORADO 20 E. Vermijo Ave. Colorado Springs CO 80903	FILED IN THE DISTRICT AND COUNTY COURTS OF EL PASO COUNTY, COLORADO NOV 10 2005 M.V. PERRY CLERK OF COURT
Plaintiff: WELLS FARGO BANK, N.A., AS TRUSTEE for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2, **Defendant: MISSION TRACE KIM, LLC, a Colorado Limited Liability Company**	**COURT USE ONLY** Case Number: Div./Ctrm.:
BROWNSTEIN HYATT & FARBER, P.C. 410 17th Street, 22nd Floor Denver, Colorado 80202 Telephone: (303) 223-1100 Facsimile: (303) 223-1111 David S. Chipman, #25784 dchipman@bhf-law.com	

COMPLAINT

Wells Fargo Bank, N.A., not individually, but solely as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2 , through its counsel, Brownstein Hyatt & Farber, P.C., alleges its Complaint as follows:

Parties

1. Wells Fargo Bank, N.A., a national banking association (as successor by consolidation to Wells Fargo Bank Minnesota, N.A., which was formerly known as Norwest Bank Minnesota, National Association) is the Trustee under the trust created under and pursuant

EXHIBIT
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to that certain Pooling and Servicing Agreement (the "PSA") dated as of November 10, 1999, among Chase Commercial Mortgage Securities Corp., as Depositor, GE Capital Loan Services, Inc., as Servicer, ORIX Real Estate Capital Markets, LLC, as Special Servicer, and Norwest Bank Minnesota, National Association, as Trustee, for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2.

2. Wells Fargo Bank, N.A., not individually, but solely in its capacity as Trustee under the PSA is Plaintiff and is herein sometimes called "Holder".

3. Defendant Mission Trace Kim, LLC ("Defendant") is a Colorado limited liability company with its principal place of business in El Paso County, Colorado.

Jurisdiction And Venue

4. Jurisdiction is proper because Defendant transacts business in Colorado and owns real property in Colorado within the meaning of C.R.S. § 13-1-124.

5. Venue is proper under to C.R.C.P. 98(a) because this is an action affecting real property located in El Paso County, Colorado.

General Allegations

6. This case involves the property known as the Mission Trace Shopping Center in El Paso County, which property is more particularly described in the attached Exhibit 1.

7. On or about June 28, 1999, General Electric Capital Corporation ("GECC") entered into a Loan Agreement with Defendant's predecessor in interest, TMP Trace, LLC ("TMP Trace"). See Exhibit 2.

8. Pursuant to the Loan Agreement, GECC loaned TMP Trace $5,708,000.00 (the "Loan Amount").

9. TM Trace evidenced the repayment obligation through a Promissory Note for $5,708,000.00 dated June 28, 1999. See Exhibit 3.

10. The Promissory Note was secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 28, 1999, and recorded with the El Paso County Clerk and Recorder on July 6, 1999 at Reception Number 099108343 (the "Deed of Trust"). See Exhibit 4.

11. The Deed of Trust encumbers, among other things, the commercial real property known as the Mission Trace Shopping Center and more particularly described in the attached Exhibit 1 (collectively, with the associated personal property, the "Trust Property").

12. On or about November 10, 1999, GECC endorsed, transferred and assigned to Holder's predecessor in interest its rights under the Loan Agreement, Promissory Note, Deed of Trust and other related loan documents (collectively, the "Loan Documents"). See Exhibit 5. Holder is the current lender and beneficiary under the Loan Documents.

13. Defendant obtained ownership of the Trust Property, and assumed all borrower obligations under the Loan Documents on or about May 16, 2002.

14. Events of Default exist under the Deed of Trust and the other Loan Documents due to, among other things, Defendant's failure to make payments under the Loan Documents when due. The current principal amount due and owing under the Loan is $ 5,373,812.00 as of October 25, 2005.

15. Pursuant to the Loan Documents, upon the occurrence of an Event of Default the entire unpaid balance of the Promissory Note and all accrued and unpaid interest due and owing on the Promissory Note and any and all other indebtedness of Defendant to Holder becomes due and payable without demand or notice. Exhibit 2, § 10.2.

16. Because an Event of Default has occurred and continues to occur, Holder is entitled to the ex parte appointment of a receiver:

> Beneficiary shall be entitled, as a matter of absolute right and without regard to the value of any security for the Indebtedness or the solvency of any person liable therefor, to the appointment of a receiver for the [Trust] Property upon ex parte application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver.

Exhibit 4, § 4.1(f).

17. The Deed of Trust further provides:

> Such receiver and his agents shall be empowered (i) to take possession of the [Trust] Property and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (ii) to exclude Grantor and Grantor's agents, servants, and employees from the [Trust] Property, (iii) to collect the rents, issues, profits, and income therefrom, (iv) to complete any construction which may be in progress, (v) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (vi) to use all stores of materials,

supplies, and maintenance equipment on the [Trust] Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the [Trust] Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (viii) generally to do anything which Grantor could legally do if Grantor were in possession of the [Trust] Property.

Id.

18. The Deed of Trust continues to explain that:

All expenses incurred by the receiver or his agents shall constitute a part of the Indebtedness. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance shall be applied toward the Indebtedness or in such other manner as the court may direct.

Id.

19. Based on the above, and pursuant to C.R.C.P. 66(a)(1), Holder has established a prima facie right to an interest in the Trust Property. Indeed, because of the default, foreclosure proceedings are imminent. There is a real danger that the Trust Property's rents, issues, and profits will be lost, or materially injured or impaired if a receiver is not appointed. For the same reasons, and as stated in C.R.C.P. 66(a)(3), an appointment of a receiver is appropriate here because it is "proper and in accordance with the established principles of equity."

First Claim for Relief
(Appointment of Receiver)

20. Holder incorporates the above allegations herein by reference.

21. The parties approved the appointment of a receiver by the express provisions of the Loan Documents.

22. Holder has named the owner of the Trust Property as Defendant in this action.

23. Pursuant to C.R.C.P. 66, and the Loan Documents, Holder is entitled to have a receiver appointed over the Trust Property.

WHEREFORE, Holder requests that the Court immediately appoint a receiver over the Trust Property pursuant to C.R.C.P. 66, and the Loan Documents and any other relief the Court deems appropriate.

Respectfully submitted this 9th day of November, 2005.

BROWNSTEIN HYATT & FARBER, P.C.

David S. Chipman, #25784

ATTORNEYS FOR PLAINTIFF

Plaintiff's Address:

C/O CW Capital Company
1919 Pennsylvania Avenue, N.W., Fourth Floor
Washington, DC 20006-3434

Exhibit 1 to Complaint

EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty,CO 099108343
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EXHIBIT

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Exhibit 2 to Complaint

GENERAL ELECTRIC CAPITAL CORPORATION
(Lender)

to

TMP TRACE, LLC,
a Delaware limited liability company
(Borrower)

LOAN AGREEMENT

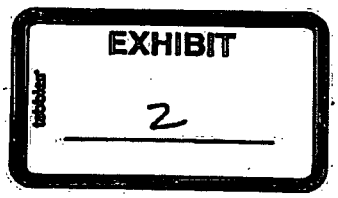
Dated as of: June 29, 1999

Property Location: 3001-3285 S. Academy Boulevard, Colorado Springs, Colorado

DOCUMENT PREPARED BY:

Andrews & Kurth, LLP
601 South Figueroa Street, Suite 4200
Los Angeles, California 90017

Attention: Carolyn Y. Morgan, Esq.



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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is entered into as of June 28, 1999, between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), and TMP TRACE, LLC, a Delaware limited liability company ("Borrower").

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used herein, the following terms have the meanings indicated:

"Affiliate" means (a) any corporation in which Borrower or any partner, shareholder, director, officer, member, or manager of Borrower directly or indirectly owns or controls more than ten percent (10%) of the beneficial interest, (b) any partnership, joint venture or limited liability company in which Borrower or any partner, shareholder, director, officer, member, or manager of Borrower is a partner, joint venturer or member, (c) any trust in which Borrower or any partner, shareholder, director, officer, member or manager of Borrower is a trustee or beneficiary, (d) any entity of any type which is directly or indirectly owned or controlled by Borrower or any partner, shareholder, director, officer, member or manager of Borrower, (e) any partner, shareholder, director, officer, member, manager or employee of Borrower, (f) any Person related by birth, adoption or marriage to any partner, shareholder, director, officer, member, manager, or employee of Borrower, or (g) any Borrower Party.

"Agreement" means this Loan Agreement, as amended from time to time.

"Assignment of Leases and Rents" means the Assignment of Leases and Rents, executed by Borrower for the benefit of Lender, and pertaining to leases of space in the Project.

"Award" has the meaning assigned in Section 3.3.

"Bankruptcy Party" has the meaning assigned in Section 9.7.

"Borrower Party" means any Guarantor, any manager of Borrower, any managing member of Borrower, and any managing member in any limited liability company that is a managing member of Borrower, at any level.

"Business Day" means a day other than a Saturday, a Sunday, or a legal holiday on which national banks located in the State of New York are not open for general banking business.

"Casualty" has the meaning assigned in Section 3.2.

"Closing Date" means the date the Loan is funded by Lender.

"Commitment" means the commitment letter, dated April 1, 1999, issued by Lender and accepted by Borrower on April 13, 1999.

"Condemnation" has the meaning assigned in Section 3.3.

"Contract Rate" has the meaning assigned in Section 2.2.

"Debt" means, for any Person, without duplication: (a) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its

assets is liable, (b) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility, (c) all amounts required to be paid by such Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (d) all indebtedness guaranteed by such Person, directly or indirectly, (e) all obligations under leases that constitute capital leases for which such Person is liable, and (f) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

"Debt Service" means the aggregate interest, fixed principal, and other payments due under the Loan, and on any other outstanding permitted Debt relating to the Project approved by Lender for the period of time for which calculated.

"Default Rate" means the lesser of (a) the maximum rate of interest allowed by applicable law, and (b) five percent (5%) per annum in excess of the Contract Rate.

"Defeasance Option" has the meaning assigned in Section 2.3(c).

"Environmental Laws" has the meaning assigned in Section 4.1(a).

"ERISA" has the meaning assigned in Section 6.8.

"Event of Default" has the meaning assigned in Article 9.

"Funds" means the Required Repair Fund, the Replacement Escrow Fund and the Rollover Escrow Fund.

"Guarantor" means the Persons, if any, executing the Guaranty hereto.

"Hazardous Materials" has the meaning assigned in Section 4.1(b).

"Insurance Premiums" has the meaning assigned in Section 3.1(c).

"Lien" means any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Loan" means the loan made by Lender to Borrower under this Agreement and all other amounts secured by the Loan Documents.

"Loan Documents" means: (a) this Agreement, (b) the Note, (c) the Mortgage, (d) the Assignment of Leases and Rents, (e) Uniform Commercial Code financing statements, (f) such assignments of management agreements, contracts and other rights as may be required under the Commitment or otherwise requested by Lender, (g) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, and (h) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing; provided however, in no event shall the term "Loan Documents" include that certain Hazardous Materials Indemnity Agreement (the "Environmental Indemnity Agreement") dated the date hereof in favor of Lender.

"Loan Year" means (a) for the first Loan Year, the period between the date hereof and one calendar year from the last day of the month in which the Closing Date occurs (unless the Closing Date is on the first day of a month, in

which case the first Loan Year shall commence on such Closing Date and end one calendar year from the last day of the month immediately preceding the Closing Date) and (b) each consecutive twelve month calendar period after the first Loan Year until the Maturity Date.

"Maturity Date" means, as applicable, the earlier of (a) July 1, 2009, or (b) any earlier date on which the entire Loan is required to be paid in full, by acceleration or otherwise, under this Agreement or any of the other Loan Documents.

"Mortgage" means, as applicable, the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, or the Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Borrower in favor of Lender, covering the Project.

"Note" means the Promissory Note of even date, in the stated principal amount of $5,708,000.00, executed by Borrower, and payable to the order of Lender in evidence of the Loan.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Potential Default" means the occurrence of any event or condition which, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Project" means a portion of Mission Trace Shopping Center, and all related facilities, amenities, fixtures, and personal property owned by Borrower and any improvements now or hereafter located on the real property described in *Exhibit A*.

"Rating Agencies" means each of Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co. and Fitch IBCA, Inc., or any other nationally-recognized statistical rating agency which has been approved by Lender;

"Replacement Escrow Fund" has the meaning assigned in Section 2.4.

"Required Repair Fund" has the meaning assigned in Section 2.4.

"Rollover Escrow Fund" has the meaning assigned in Section 2.4.

"Secondary Market Transaction" has the meaning assigned in Section 8.11.

"Single Purpose Entity" shall mean a Person (other than an individual, a government or any agency or political subdivision thereof), which exists solely for the purpose of owning the Project, observes corporate, company or partnership formalities, as applicable, independent of any other entity, and which otherwise complies with the covenants set forth in Section 6.14 hereof.

"Site Assessment" means an environmental engineering report for the Project prepared at Borrower's expense by an engineer engaged by Borrower, or Lender on behalf of Borrower, and approved by Lender, and in a manner reasonably satisfactory to Lender, based upon an investigation relating to and making appropriate inquiries concerning the existence of Hazardous Materials on or about the Project, and the past or present discharge, disposal, release or escape of any such substances, all consistent with ASTM Standard E1527-93 or any successor thereto published by ASTM and good customary and commercial practice.

"State" means the State of Colorado.

"Tax and Insurance Escrow Fund" has the meaning assigned in Section 3.4.

"Taxes" has the meaning assigned in Section 8.2.

"Year 2000 Compliant" and "Year 2000 Compliance" means that (a) the performance and functionality of the operating systems for Borrower's computers, all software applications that run on Borrower's computers, all of Borrower's machinery and equipment (including, without limitation, any machinery or equipment with an embedded microprocessor) shall accurately process date data (including, without limitation, dates prior to, during, spanning or after January 1, 2000), and (b) Borrower's business operations and financial condition will not be materially interrupted, delayed, decreased or otherwise materially adversely affected by the advent of the Year 2000.

"Yield Maintenance Amount" has the meaning assigned in Schedule 1.

ARTICLE 2

LOAN TERMS

Section 2.1 The Loan. Upon satisfaction of all the terms and conditions set forth in the Commitment, Lender agrees to make a Loan of FIVE MILLION SEVEN HUNDRED EIGHT THOUSAND AND NO DOLLARS ($5,708,000.00) to the Borrower, which shall be funded in one advance and repaid in accordance with the terms of this Agreement and the Note. Borrower hereby agrees to accept the Loan on the Closing Date, subject to and upon the terms and conditions set forth herein.

Section 2.2 Interest Rate; Late Charge. The outstanding principal balance of the Loan shall bear interest at a rate of interest equal to Seven and Sixty-Seven One-Hundredths percent (7.67%) per annum (the "Contract Rate"). Interest at the Contract Rate shall be computed on the basis of a fraction, the denominator of which is three hundred sixty (360) days and the numerator of which is the actual number of days elapsed from the date of the initial disbursement under the Loan or the date of the preceding interest installment due date, as the case may be, to the date of the next interest installment due date or the Maturity Date. If Borrower fails to pay any installment of interest or principal within five (5) days of (and including) the date on which the same is due, Borrower shall pay to Lender a late charge on such past-due amount, as liquidated damages and not as a penalty, equal to five percent (5%) of such amount, but not in excess of the maximum amount of interest allowed by applicable law. While any Event of Default exists, the Loan shall bear interest at the Default Rate.

Section 2.3 Terms of Payment. The Loan shall be payable as follows:

(a) Interest and Principal. A payment of interest only on the date hereof for the period from the date hereof through the last day of the current month. Thereafter, a constant payment of $40,577.71, on the first day of August 1, 1999 and on the first day of each calendar month thereafter; each of such payments, to be applied (i) to the payment of interest computed at the Contract Rate and (ii) the balance applied toward reduction of the principal sum. The constant payment required hereunder is based on a 360-month amortization schedule.

(b) Maturity. On the Maturity Date, Borrower shall pay to Lender all outstanding principal, accrued and unpaid interest, default interest, late charges and any and all other amounts due under the Loan Documents.

(c) Prepayment. Except as set forth herein, the Loan is closed to prepayment in whole or in part, until the ninety (90) day period prior to the Maturity Date. Notwithstanding the foregoing, from the earlier to occur of (i) two (2) years after the sale of the Loan in a Secondary Market Transaction or (ii) the fourth (4th) anniversary of the Closing Date, provided no Event of Default exists, Borrower may obtain the release of the Project from the lien of the Mortgage in accordance with the terms and provisions of *Schedule I* attached hereto (the "Defeasance Option").

If the Loan is accelerated for any reason other than casualty or condemnation, and the Loan is otherwise closed to prepayment, Borrower shall pay, in addition to all other amounts outstanding under the Loan Documents, a prepayment premium equal to the sum of 1) the Yield Maintenance Amount, if any, that would be required under the Defeasance Option and 2) five percent (5%) of the outstanding balance of the Loan. If for any reason the Loan is prepaid on a day other than a scheduled monthly payment date, the Borrower shall pay, in addition to the principal, interest and premium, if any, required under this Section, an amount equal to the interest that would have accrued on the Loan from the date of prepayment to the next scheduled monthly payment date. In the event of a prepayment resulting from Lender's application of insurance or condemnation proceeds pursuant to Article 3 hereof, no prepayment penalty or premium shall be imposed.

Section 2.4 Security; Establishment of Funds. (a) The Loan shall be secured by the Mortgage creating a first lien on the Project, the Assignment of Leases and Rents and the other Loan Documents. Borrower agrees to establish the following reserves with Lender, to be held by Lender as further security for the Loan: (i) on the Closing Date, Borrower shall deposit with Lender the amount of $43,615.00 (the "Required Repair Fund") which shall be held by Lender for the completion of the required repairs set forth on *Schedule II* annexed hereto on or before six (6) months from the date hereof; (ii) Borrower shall deposit with Lender on the day of each calendar month a scheduled payment is due the amount of $2,619.00 which shall be held by Lender for replacements and repairs required to be made to the Project during the calendar year (the "Replacement Escrow Fund"); and (iii) on the Closing Date, Borrower shall deposit with Lender the amount of $93,237.00 which shall be held by Lender for tenant improvement and leasing commission obligations incurred following the date hereof (the "Rollover Escrow Fund"). If the balance of the funds in the Rollover Escrow Fund is reduced for any reason to an amount which is less than $93,237.00 in any one calendar year, then Borrower shall make an annual deposit on the first business day of the next successive calendar year so that the amount of the Funds on deposit with Lender again equals or exceeds $93,237.00.

(b) Pledge and Disbursement of Funds. Borrower hereby pledges to Lender, and grants a security interest in, any and all monies now or hereafter deposited in the Funds as additional security for the payment of the Loan. Lender may reasonably reassess its estimate of the amount necessary for the Funds from time to time and may adjust the monthly amounts required to be deposited into the Funds upon thirty (30) days notice to Borrower. Lender shall make disbursements from the Funds as requested by Borrower, and approved by Lender in its reasonable discretion, on a quarterly basis in increments of no less than $5,000.00 upon delivery by Borrower of Lender's standard form of draw request accompanied by copies of paid invoices for the amounts requested and, if required by Lender, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment. Lender may require an inspection of the Project at Borrower's expense prior to making a quarterly disbursement in order to verify completion of replacements and repairs for which reimbursement is sought. The Funds shall be held without interest in Lender's name and may be commingled with Lender's own funds at financial institutions selected by Lender in its reasonable discretion. Upon the occurrence of an Event of Default, Lender may apply any sums then present in the Funds to the payment of the Loan in any order in its reasonable discretion. Until expended or applied as above provided, the Funds shall constitute additional security for the Loan. Lender shall have no obligation to release any of the Funds while any Event of Default or Potential Default exists or any material adverse change has occurred in Borrower or any Guarantor, the Project, or any major or anchor tenant. All costs and expenses incurred by Lender in the disbursement of any of the Funds shall be paid by Borrower promptly upon demand or, at Lender's sole discretion, deducted from the Funds.

ARTICLE 3

INSURANCE, CONDEMNATION, AND IMPOUNDS

Section 3.1 Insurance. Borrower shall maintain insurance as follows:

(a) Casualty; Business Interruption. Borrower shall keep the Project insured against damage by fire and the other hazards covered by a standard extended coverage and all-risk insurance policy for the full insurable value thereof on a replacement cost claim recovery basis (without reduction for depreciation or co-insurance), and shall

maintain such other casualty insurance as reasonably required by Lender. Lender reserves the right to require from time to time the following additional insurance: boiler and machinery; flood; earthquake/sinkhole; worker's compensation and/or building law or ordinance. Borrower shall keep the Project insured against loss by flood if the Project is located currently or at any time in the future in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as such acts may from time to time be amended) in an amount at least equal to the lesser of (i) the maximum amount of the Loan or (ii) the maximum limit of coverage available under said acts. Any such flood insurance policy shall be issued in accordance with the requirements and current guidelines of the Federal Insurance Administration. Borrower shall maintain use and occupancy insurance covering, as applicable, rental income or business interruption, with coverage in an amount not less than twelve (12) months anticipated gross rental income or gross business earnings, as applicable in each case, attributable to the Project. Borrower shall not maintain any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise reasonably satisfactory to Lender in all respects. The proceeds of insurance paid on account of any damage or destruction to the Project shall be paid to Lender to be applied as provided in Section 3.2.

(b) Liability. Borrower shall maintain (i) commercial general liability insurance with respect to the Project providing for limits of liability of not less than $5,000,000 for both injury to or death of a person and for property damage per occurrence, and (ii) other liability insurance as reasonably required by Lender.

(c) Form and Quality. All insurance policies shall be endorsed in form and substance acceptable to Lender to name Lender as an additional insured, loss payee or mortgagee thereunder, as its interest may appear, with loss payable to Lender, without contribution, under a standard New York (or local equivalent) mortgagee clause. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State, with a general company and financial size rating of "A-IX" or better as established by Best's Rating Guide and "AA" or better by Standard & Poor's Ratings Group. Each policy shall provide that such policy may not be canceled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to Lender and that no act or thing done by Borrower shall invalidate any policy as against Lender. Blanket policies shall be permitted only if Lender receives appropriate endorsements and/or duplicate policies containing Lender's right to continue coverage on a pro rata pass-through basis and that coverage will not be affected by any loss on other properties covered by the policies. Borrower authorizes Lender to pay the premiums for such policies (the "Insurance Premiums") from the Tax and Insurance Escrow Fund as the same become due and payable annually in advance. If Borrower fails to deposit funds into the Tax and Insurance Escrow Fund sufficient to permit Lender to pay the premiums when due, Lender may obtain such insurance and pay the premium therefor and Borrower shall, on demand, reimburse Lender for all expenses incurred in connection therewith. Borrower shall assign the policies or proofs of insurance to Lender, in such manner and form that Lender and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. Borrower shall deliver copies of all original policies certified to Lender by the insurance company or authorized agent as being true copies, together with the endorsements required hereunder. The proceeds of insurance policies coming into the possession of Lender shall not be deemed trust funds, and Lender shall be entitled to apply such proceeds as herein provided.

(d) Adjustments. Borrower shall give immediate written notice of any loss to the insurance carrier and to Lender. Borrower hereby irrevocably authorizes and empowers Lender, as attorney-in-fact for Borrower coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's reasonable expenses incurred in the collection of such proceeds. Nothing contained in this Section 3.1(d), however, shall require Lender to incur any expense or take any action hereunder.

Section 3.2 Use and Application of Insurance Proceeds.

(a) If the Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (a "Casualty"), Borrower shall give prompt notice thereof to Lender. Following the occurrence of a Casualty, Borrower, regardless of whether insurance proceeds are available, shall promptly proceed to restore, repair, replace or rebuild the same to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with applicable law.

(b) Lender shall apply insurance proceeds to costs of restoring the Project or to the payment of the Loan as follows:

(i) if the loss is less than or equal to $100,000, Lender shall apply the insurance proceeds to restoration provided (A) no Event of Default or Potential Default exists, and (B) Borrower promptly commences and is diligently pursuing restoration of the Project;

(ii) if the loss exceeds $100,000 but is not more than twenty-five percent (25%) of the replacement value of the improvements, Lender shall apply the insurance proceeds to restoration provided that (A) at all times during such restoration no Event of Default or Potential Default exists; (B) Lender determines throughout the restoration that there are sufficient funds available to restore and repair the Project to a condition approved by Lender; (C) Lender determines that the net operating income of the Project during restoration, taking into account rent loss or business interruption insurance, will be sufficient to pay Debt Service; (D) Lender determines (based on leases which will remain in effect after restoration is complete if the Project is not a multi-family project) that after restoration the ratio of net operating income to Debt Service will equal at least the ratio that existed on the Closing Date; (E) Lender determines that the ratio of the outstanding principal balance of the Loan to appraised value of the project after restoration will not exceed the loan-to-value ratio that existed on the Closing Date; (F) Lender determines that restoration and repair of the Project to a condition approved by Lender will be completed within six (6) months after the date of loss or casualty and in any event ninety (90) days prior to the Maturity Date; (G) Borrower promptly commences and is diligently pursuing restoration of the Project; and (H) the Project after the restoration will be in compliance with and permitted under all applicable zoning, building and land use laws, rules, regulations and ordinances; and

(iii) if the conditions set forth in (i) and (ii) above are not satisfied in Lender's reasonable discretion, Lender may apply any insurance proceeds it may receive to the payment of the Loan or allow all or a portion of such proceeds to be used for the restoration of the Project.

(c) Insurance proceeds applied to restoration will be disbursed on receipt of reasonably satisfactory plans and specifications, contracts and subcontracts, schedules, budgets, lien waivers and architects' certificates, and otherwise in accordance with prudent commercial construction lending practices for construction loan advances (including appropriate retainages to ensure that all work is completed in a workmanlike manner).

Section 3.3 Condemnation Awards. Borrower shall promptly give Lender written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding (a "Condemnation") and shall deliver to Lender copies of any and all papers served in connection with such Condemnation. Following the occurrence of a Condemnation, Borrower, regardless of whether any award or compensation (an "Award") is available, shall promptly proceed to restore, repair, replace or rebuild the same to the extent practicable to be of at least equal value and of substantially the same character as prior to such Condemnation, all to be effected in accordance with applicable law. Lender may participate in any such proceeding and Borrower will deliver to Lender all instruments necessary or required by Lender to permit such participation. Without Lender's prior consent, Borrower (a) shall not agree to any Award, and (b) shall not take any action or fail to take any action which would cause the Award to be determined. All Awards for the taking or purchase in lieu of condemnation of the Project or any part thereof are hereby assigned to and shall be paid to Lender. Borrower authorizes Lender to collect and receive such Awards, to give proper receipts and acquittances

therefor, and in Lender's sole discretion to apply the same toward the payment of the Loan, notwithstanding that the Loan may not then be due and payable, or to the restoration of the Project; provided, however, if the Award is less than or equal to $100,000 and Borrower requests that such proceeds be used for non-structural site improvements (such as landscape, driveway, walkway and parking area repairs) required to be made as a result of such condemnation, Lender will apply the Award to such restoration in accordance with disbursement procedures applicable to insurance proceeds provided there exists no Potential Default or Event of Default. Borrower, upon request by Lender, shall execute all instruments requested to confirm the assignment of the Awards to Lender, free and clear of all liens, charges or encumbrances.

Section 3.4 *Impounds.* Borrower shall deposit with Lender, monthly, (a) one-twelfth (1/12th) of the Taxes that Lender estimates will be payable during the next ensuing twelve (12) months in order to accumulate with Lender sufficient funds to pay all such Taxes at least thirty (30) days prior to their respective due dates, and (b) one-twelfth of the Insurance Premiums that Lender estimates will be payable for the renewal of the coverage afforded by the insurance policies required by Lender upon the expiration thereof in order to accumulate with Lender sufficient funds to pay all such Insurance Premiums at least thirty (30) days prior to expiration (said amounts in (a) and (b) above hereinafter called the "Tax and Insurance Escrow Fund"). At or before the advance of the Loan, Borrower shall deposit with Lender a sum of money which together with the monthly installments will be sufficient to make each of such payments thirty (30) days prior to the date any delinquency or penalty becomes due with respect to such payments. Deposits shall be made on the basis of Lender's estimate from time to time of the charges for the current year (after giving effect to any reassessment or, at Lender's election, on the basis of the charges for the prior year, with adjustments when the charges are fixed for the then current year). All funds so deposited shall be held by Lender, without interest, and may be commingled with Lender's general funds. Borrower hereby grants to Lender a security interest in all funds so deposited with Lender for the purpose of securing the Loan. While an Event of Default exists, the funds deposited may be applied in payment of the charges for which such funds have been deposited, or to the payment of the Loan or any other charges affecting the security of Lender, as Lender may elect, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by Lender. Borrower shall furnish Lender with bills for the charges for which such deposits are required at least thirty (30) days prior to the date on which the charges first become payable. If at any time the amount on deposit with Lender, together with amounts to be deposited by Borrower before such charges are payable, is insufficient to pay such charges, Borrower shall deposit any deficiency with Lender immediately upon demand. Lender shall pay such charges when the amount on deposit with Lender is sufficient to pay such charges and Lender has received a bill for such charges.

ARTICLE 4

ENVIRONMENTAL MATTERS

Section 4.1 **Certain Definitions.** As used herein, the following terms have the meanings indicated:

(a) "Environmental Laws" means any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, without limitation, such laws governing or regulating (i) the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, (ii) the transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of such property, or (iii) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in property.

(b) "Hazardous Materials" means (i) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (ii) asbestos or asbestos-containing materials, (iii) polychlorinated biphenyls (pcbs), (iv) radon gas, (v) underground storage tanks, (vi) any explosive or radioactive substances, (vii) lead or lead-based paint, or (viii) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined

by any governmental authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws.

Section 4.2 Representations and Warranties on Environmental Matters. To Borrower's knowledge, except as set forth in the Site Assessment, (a) no Hazardous Material is now or was formerly used, stored, generated, manufactured, installed, treated, discharged, disposed of or otherwise present at or about the Project or any property adjacent to the Project (except for cleaning and other products currently used in connection with the routine maintenance or repair of the Project in full compliance with Environmental Laws) and no Hazardous Material was removed or transported from the Project, (b) all permits, licenses, approvals and filings required by Environmental Laws have been obtained, and the use, operation and condition of the Project does not, and did not previously, violate any Environmental Laws, (c) no civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding has been brought or been threatened, nor have any settlements been reached by or with any parties or any liens imposed in connection with the Project concerning Hazardous Materials or Environmental Laws; and (d) no underground storage tanks exist on any part of the Project.

Section 4.3 Covenants on Environmental Matters.

(a) Borrower shall (i) comply strictly and in all respects with applicable Environmental Laws; (ii) notify Lender immediately upon Borrower's discovery of any spill, discharge, release or presence of any Hazardous Material at, upon, under, within, contiguous to or otherwise affecting the Project; (iii) promptly remove such Hazardous Materials and remediate the Project in full compliance with Environmental Laws or as reasonably required by Lender based upon the recommendations and specifications of an independent environmental consultant approved by Lender; and (iv) promptly forward to Lender copies of all orders, notices, permits, applications or other communications and reports in connection with any spill, discharge, release or the presence of any Hazardous Material or any other matters relating to the Environmental Laws or any similar laws or regulations, as they may affect the Project or Borrower.

(b) Borrower shall not cause, shall prohibit any other Person within the control of Borrower from causing, and shall use prudent, commercially reasonable efforts to prohibit other Persons (including tenants) from (i) causing any spill, discharge or release, or the use, storage, generation, manufacture, installation, or disposal, of any Hazardous Materials at, upon, under, within or about the Project or the transportation of any Hazardous Materials to or from the Project (except for cleaning and other products used in connection with routine maintenance or repair of the Project in full compliance with Environmental Laws), (ii) installing any underground storage tanks at the Project, or (iii) conducting any activity that requires a permit or other authorization under Environmental Laws.

(c) Borrower shall provide to Lender, at Borrower's expense promptly upon the written request of Lender from time to time, a Site Assessment or, if required by Lender, an update to any existing Site Assessment, to assess the presence or absence of any Hazardous Materials and the potential costs in connection with abatement, cleanup or removal of any Hazardous Materials found on, under, at or within the Project. Borrower shall pay the cost of no more than one such Site Assessment or update in any twelve (12)-month period, unless Lender's request for a Site Assessment is based on information provided under Section 4.3(a), a reasonable suspicion of Hazardous Materials at or near the Project, a breach of representations under Section 4.2, or an Event of Default, in which case any such Site Assessment or update shall be at Borrower's expense.

Section 4.4 Allocation of Risks and Indemnity. As between Borrower and Lender, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Material at, upon, within, contiguous to or otherwise affecting the Project, shall lie solely with Borrower. Accordingly, Borrower shall bear all risks and costs associated with any loss (including any loss in value attributable to Hazardous Materials), damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by Lender or by law. Borrower shall indemnify, defend and hold Lender and its shareholders, directors, officers, employees and agents harmless from and against all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defense and consultant fees, investigation and laboratory fees, court costs, and other litigation expenses) arising out of or associated, in any way, with (a) the non-compliance with Environmental Laws, or (b) the existence of Hazardous Materials in, on, or about the Project, (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials; (d) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, (e) a breach of any representation, warranty or covenant contained in this Article 4, whether

based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, or (f) the imposition of any environmental lien encumbering the Project; provided, however, Borrower shall not be liable under such indemnification to the extent such loss, liability, damage, claim, cost or expense results solely from Lender's gross negligence or willful misconduct. Borrower's obligations under this Section 4.4 shall arise whether or not any governmental authority has taken or threatened any action in connection with the presence of any Hazardous Material, and whether or not the existence of any such Hazardous Material or potential liability on account thereof is disclosed in the Site Assessment and shall continue notwithstanding the repayment of the Loan or any transfer or sale of any right, title and interest in the Project (by foreclosure, deed in lieu of foreclosure or otherwise). Additionally, if any Hazardous Materials affect or threaten to affect the Project, Lender may (but shall not be obligated to) give such notices and take such actions as it deems necessary or advisable at the expense of the Borrower in order to abate the discharge of any Hazardous Materials or remove the Hazardous Materials. Any amounts payable to Lender by reason of the application of this Section 4.4 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. The obligations and liabilities of Borrower under this Section 4.4 shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure.

Section 4.5 No Waiver. Notwithstanding any provision in this Article 4 or elsewhere in the Loan Documents, or any rights or remedies granted by the Environmental Indemnity Agreement or the Loan Documents, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to Lender under the "security interest" or "secured creditor" exception under applicable Environmental Laws, as the same may be amended. No action taken by Lender pursuant to the Environmental Indemnity Agreement or the Loan Documents shall be deemed or construed to be a waiver or relinquishment of any such rights or benefits under the "security interest exception."

ARTICLE 5

LEASING MATTERS

Section 5.1 Representations and Warranties on Leases. Borrower represents and warrants to Lender with respect to leases of the Project that: (a) the rent roll delivered to Lender is true and correct, and the leases are valid and in and full force and effect; (b) the leases (including amendments) are in writing, and there are no oral agreements with respect thereto; (c) the copies of the leases delivered to Lender are true and complete; (d) neither the landlord nor any tenant is in default under any of the leases; (e) Borrower has no knowledge of any notice of termination or default with respect to any lease; (f) Borrower has not assigned or pledged any of the leases, the rents or any interests therein except to Lender; (g) no tenant or other party has an option to purchase all or any portion of the Project; (h) no tenant has the right to terminate its lease prior to expiration of the stated term of such lease (i) no tenant has prepaid more than one month's rent in advance (except for bona fide security deposits not in excess of an amount equal to two month's rent); and (j) all existing leases are subordinate to the Mortgage either pursuant to their terms or a recorded subordination agreement.

Section 5.2 Standard Lease Form; Approval Rights. All leases and other rental arrangements shall in all respects be approved by Lender and shall be on a standard lease form approved by Lender with no modifications (except as approved by Lender, which approval will not be unreasonably withheld or delayed). Such lease form shall provide that (a) the lease is subordinate to the Mortgage, (b) the tenant shall attorn to Lender, and (c) that any cancellation, surrender, or amendment of such lease without the prior written consent of Lender shall be voidable by Lender. Borrower shall hold, in trust, all tenant security deposits in a segregated account, and, to the extent required by applicable law, shall not commingle any such funds with any other funds of Borrower. Within ten (10) days after Lender's request, Borrower shall furnish to Lender a statement of all tenant security deposits, and copies of all leases not previously delivered to Lender, certified by Borrower as being true and correct. Notwithstanding anything contained in the Loan Documents, Lender's approval shall not be required for future leases or lease extensions if the following conditions are satisfied: (i) there exists no Potential Default or Event of Default; (ii) the lease is on the standard lease form approved by Lender with no modifications; (iii) the lease does not conflict with any restrictive covenant affecting the Project or any other lease for space in the Project; and (iv) the lease is in accordance with leasing parameters approved by Lender regarding rent, term, size, and credit rating of tenants and the lease is less than 3,500 square feet. Lender may evaluate potential leases with respect

to, among other factors, overall tenant mix, compatability of intended use with the Project's market niche, cost of tenant improvements, and/or contingency, go dark and lease termination rights. Leases that require the approval of Lender shall be submitted to Lender at least thirty (30) days prior to the proposed execution date. All costs and expenses incurred by Lender in its review and approval of any lease shall be paid by Borrower promptly upon request.

Section 5.3 Covenants. Borrower (a) shall perform the obligations which Borrower is required to perform under the leases; (b) shall enforce the obligations to be performed by the tenants; (c) shall promptly furnish to Lender any notice of default or termination received by Borrower from any tenant, and any notice of default or termination given by Borrower to any tenant; (d) shall not collect any rents for more than thirty (30) days in advance of the time when the same shall become due, except for bona fide security deposits not in excess of an amount equal to two month's rent; (e) shall not enter into any ground lease or master lease of any part of the Project; (f) shall not further assign or encumber any lease; (g) shall not, except with Lender's prior written consent, cancel or accept surrender or termination of any lease; (h) shall not, except with Lender's prior written consent, modify or amend any lease (except for minor modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not affecting the economic terms of the lease); and (i) with respect to retail property, shall deposit with Lender any lease termination or cancellation fees which shall be held in the Rollover Escrow Fund and (j) shall not lease or permit the use of any space in the Project as an on-site dry cleaning plant operation. Any action in violation of clauses (e), (f), (g), and (h) of this Section 5.3 shall be void at the election of Lender.

Section 5.4 Tenant Estoppels. At Lender's request, Borrower shall obtain and furnish to Lender, written estoppels in form and substance reasonably satisfactory to Lender, executed by tenants under leases in the Project and confirming the term, rent, and other provisions and matters relating to the leases.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Borrower represents, warrants and covenants to Lender that:

Section 6.1 Organization, Power and Authority. Borrower and each Borrower Party (a) is duly organized, validly existing and in good standing under the laws of the state of its formation or existence, (b) is in compliance with all legal requirements applicable to doing business in the State of Colorado, and (c) has the necessary governmental approvals to own and operate the Project and conduct the business now conducted or to be conducted thereon. Borrower has the full power, authority and right to execute, deliver and perform its obligations pursuant to this Loan Agreement and the other Loan Documents, and to mortgage the Project pursuant to the terms of the Mortgage and to keep and observe all of the terms of this Loan Agreement and the other Loan Documents on Borrower's part to be performed. Borrower is not a "foreign person" within the meaning of § 1445(f)(3) of the Internal Revenue Code.

Section 6.2 Validity of Loan Documents. The execution, delivery and performance by Borrower and each Borrower Party of the Loan Documents: (a) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained; and (b) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of any such party, except as contemplated by the Loan Documents. The Loan Documents constitute the legal, valid and binding obligations of Borrower and each Borrower Party, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

Section 6.3 Liabilities; Litigation.

(a) The financial statements delivered by Borrower and each Borrower Party are true and correct with no significant change since the date of preparation. Except as disclosed in such financial statements, there are no liabilities (fixed or contingent) affecting the Project, Borrower or any Borrower Party. Except as disclosed in such financial

statements, there is no litigation, administrative proceeding, investigation or other legal action (including any proceeding under any state or federal bankruptcy or insolvency law) pending or, to the knowledge of Borrower, threatened, against the Project, Borrower or any Borrower Party which if adversely determined could have a material adverse effect on such party, the Project or the Loan.

(b) Neither Borrower nor any Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

Section 6.4 Taxes and Assessments. The Project is comprised of one or more parcels, each of which constitutes a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's best knowledge, proposed, special or other assessments for public improvements or otherwise affecting the Project, nor are there any contemplated improvements to the Project that may result in such special or other assessments.

Section 6.5 Other Agreements; Defaults. Neither Borrower nor any Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Project or the business, operations, or condition (financial or otherwise) of Borrower or any Borrower Party. Neither Borrower nor any Borrower Party is in violation of any agreement which violation would have an adverse effect on the Project, Borrower, or any Borrower Party or Borrower's or any Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

Section 6.6 Compliance with Law.

(a) Borrower and each Borrower Party have all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate the Project and carry on its business, and the Project is in compliance with all applicable legal requirements and is free of structural defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear. The Project does not constitute, in whole or in part, a legally non-conforming use under applicable legal requirements;

(b) No condemnation has been commenced or, to Borrower's knowledge, is contemplated with respect to all or any portion of the Project or for the relocation of roadways providing access to the Project; and

(c) The Project has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities. All public utilities necessary or convenient to the full use and enjoyment of the Project are located in the public right-of-way abutting the Project, and all such utilities are connected so as to serve the Project without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Project. All roads necessary for the full utilization of the Project for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

Section 6.7 Location of Borrower. Borrower's principal place of business and chief executive offices are located at the address stated in Section 11.1.

Section 6.8 ERISA.

(a) As of the date hereof and throughout the term of the Loan, (i) Borrower is not and will not be an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, and (ii) the assets of Borrower do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA; and

(b) As of the date hereof and throughout the term of the Loan (i) Borrower is not and will not be a "governmental plan" within the meaning of Section 3(3) of ERISA and (ii) transactions by or with Borrower are not and

will not be subject to state statutes applicable to Borrower regulating investments of and fiduciary obligations with respect to governmental plans.

Section 6.9 Forfeiture. There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Project any act or omission affording the federal government or any state or local government the right of forfeiture as against the Project or any part thereof or any monies paid in performance of Borrower's obligations under any of the Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture.

Section 6.10 Tax Filings. Borrower and each Borrower Party have filed (or have obtained effective extensions for filing) all federal, state and local tax returns required to be filed and have paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower and each Borrower Party, respectively. Borrower and each Borrower Party believe that their respective tax returns properly reflect the income and taxes of Borrower and each Borrower Party, respectively, for the periods covered thereby, subject only to reasonable adjustments required by the Internal Revenue Service or other applicable tax authority upon audit.

Section 6.11 Solvency. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its Debts as such Debts become absolute and matured, Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Debts as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Except as expressly disclosed to Lender in writing, no petition in bankruptcy has been filed against Borrower or any Borrower Party in the last seven (7) years, and neither Borrower or any Borrower Party in the last seven (7) years has ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for the benefit of debtors.

Section 6.12 Full and Accurate Disclosure. No statement of fact made by or on behalf of Borrower or any Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which adversely affects, nor as far as Borrower can foresee, might adversely affect, the Project or the business, operations or condition (financial or otherwise) of Borrower or any Borrower Party.

Section 6.13 Flood Zone. No portion of the improvements comprising the Project is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1994, as amended, or any successor law, or, if located within any such area, Borrower has obtained and will maintain the insurance prescribed in Section 3.1 hereof.

Section 6.14 Single Purpose Entity/Separateness. Borrower represents, warrants and covenants as follows:

(a) Borrower does not own and will not own any asset or property other than (i) the Project, and (ii) incidental personal property necessary for the ownership or operation of the Project.

(b) Borrower will not engage in any business other than the ownership, management and operation of the Project and Borrower will conduct and operate its business as presently conducted and operated.

(c) Borrower will not enter into any contract or agreement with any Affiliate of the Borrower, any constituent party of Borrower, or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.

(d) Borrower has not incurred and will not incur any Debt other than (i) the Loan, (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances, provided such debt is not evidenced by a note and is paid when due, and (iii) Debt incurred in the financing of equipment and other personal property used on the Project. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Project.

(e) Borrower has not made and will not make any loans or advances to any third party (including any affiliate or constituent party or any affiliate of any constituent party), and shall not acquire obligations or securities of its affiliates or any constituent party.

(f) Borrower is and will remain solvent and Borrower will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own funds and assets as the same shall become due.

(g) Borrower has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Borrower will not, nor will Borrower permit any constituent party to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of Borrower or such constituent party without the prior written consent of Lender.

(h) Borrower will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party and Borrower will file its own tax returns. Borrower shall maintain its books, records, resolutions and agreements as official records.

(i) Borrower will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Borrower, any constituent party of Borrower, or any Affiliate of any constituent party), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize a separate telephone number, if any, and separate stationery, invoices and checks.

(j) Borrower will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(k) Neither Borrower nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Borrower.

(l) Borrower will not commingle the funds and other assets of Borrower with those of any Affiliate or constituent party, or any Affiliate of any constituent party, or any other person.

(m) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party, or any Affiliate of any constituent party, or any other person.

(n) Borrower does not and will not hold itself out to be responsible for the debts or obligations of any other person.

Section 6.15 Year 2000 Compliance. Borrower has made (or will make on a timely basis) written inquiry of each of its key suppliers, vendors, and customers as to whether such persons will, on a timely basis, be Year 2000

Compliant in all material respects and on the basis of such inquiry believes that all such persons will be Year 2000 Compliant. For purposes hereon, "key suppliers, vendors and customers" refers to those suppliers, vendors, and customers of Borrower whose business failure would, with reasonable probability, result in a material adverse change in the business, properties, or condition (financial or otherwise) of Borrower. Borrower reasonably anticipates that it will be Year 2000 Compliant on a timely basis. Borrower shall permit Lender and its agents, representatives and employees, upon reasonable prior notice to Borrower, to enter the Project and conduct inspections relating to Year 2000 Compliance as Lender may require, from time to time, while the Loan remains outstanding; however, to the extent Lender engages third party consultants to conduct any testing of the building systems, Lender shall require such consultants to conduct the tests at a time designed to minimize disruption of the building's operations during normal business hours.

Section 6.16 Property Specific Representations. The management agreement for the Project is in full force and effect and there is no default or violation by any party thereunder.

ARTICLE 7

FINANCIAL REPORTING

Section 7.1 Financial Statements.

(a) Monthly Reports. During the first twelve (12) months of the term of the Loan, Borrower shall furnish to Lender within fifteen (15) days after the end of each calendar month, a detailed operating statement (showing monthly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the calendar month just ended.

(b) Quarterly Reports. Within forty-five (45) days after the end of each calendar quarter, Borrower shall furnish to Lender a detailed operating statement (showing quarterly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the calendar quarter just ended.

(c) Annual Reports. Within ninety (90) days after the end of each fiscal year of Borrower's operation of the Project, Borrower shall furnish to Lender a current (as of the end of such fiscal year) balance sheet, a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of Borrower and the Project, and, if required by Lender, prepared on a review basis and certified by an independent public accountant reasonably satisfactory to Lender. Borrower's annual financial statements shall include 1) a list of the tenants, if any, occupying more than twenty percent (20%) of the total floor area of the Project, 2) a breakdown showing the year in which each lease then in effect expires, and 3) a breakdown of the percentage of total floor area of the Project and the percentage of base rent with respect to which leases shall expire in each year, each such percentage to be expressed on both a per year and a cumulative basis.

(d) Certification; Supporting Documentation. Each such financial statement shall be in scope and detail reasonably satisfactory to Lender and certified by the chief financial representative of Borrower.

Section 7.2 Accounting Principles. All financial statements shall be prepared in accordance with generally accepted accounting principles in the United States of America in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for Lender).

Section 7.3 Other Information; Access. Borrower shall deliver to Lender such additional information regarding Borrower, its subsidiaries, its business, any Borrower Party, and the Project within 30 days after Lender's request therefor. Borrower shall permit Lender to examine such records, books and papers of Borrower which reflect upon its financial condition and the income and expenses of the Project.

Section 7.4 Annual Budget. At least thirty (30) days prior to the commencement of each fiscal year, Borrower will provide to Lender its proposed annual operating and capital improvements budget for such fiscal year for review and approval by Lender.

ARTICLE 8

COVENANTS

Borrower covenants and agrees with Lender as follows:

Section 8.1 Due On Sale and Encumbrance; Transfers of Interests. Without the prior written consent of Lender, neither Borrower nor any other Person having an ownership or beneficial interest in Borrower shall sell, transfer, convey, mortgage, pledge, or assign any interest in the Project or any part thereof or further encumber, alienate, grant a Lien or grant any other interest in the Project or any part thereof, whether voluntarily or involuntarily, in violation of the covenants and conditions set forth in the Mortgage.

Section 8.2 Taxes; Utility Charges. Except to the extent sums sufficient to pay all Taxes (defined herein) have been previously deposited with Lender as part of the Tax and Insurance Escrow Fund and subject to Borrower's right to contest in accordance with Section 11.8 hereof, Borrower shall pay before any fine, penalty, interest or cost may be added thereto, and shall not enter into any agreement to defer, any real estate taxes and assessments, franchise taxes and charges, and other governmental charges (the "Taxes") that may become a Lien upon the Project or become payable during the term of the Loan. Borrower's compliance with Section 3.4 of this Agreement relating to impounds for Taxes shall, with respect to payment of such Taxes, be deemed compliance with this Section 8.2. Borrower shall not suffer or permit the joint assessment of the Project with any other real property constituting a separate tax lot or with any other real or personal property. Borrower shall promptly pay for all utility services provided to the Project.

Section 8.3 Control; Management. There shall be no change in the day-to-day control and management of Borrower or Borrower's general partner or managing member without the prior written consent of Lender. Borrower shall not terminate, replace or appoint any manager or terminate or amend the management agreement for the Project without Lender's prior written approval, which approval shall not be unreasonably withheld. Any change in ownership or control of the manager shall be cause for Lender to re-approve such manager and management agreement. Each manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under the management agreement. The management fee payable under the management agreement shall not exceed five percent (5%) of rental collections.

Section 8.4 Operation; Maintenance; Inspection. Borrower shall observe and comply with all legal requirements applicable to the ownership, use and operation of the Project. Borrower shall maintain the Project in good condition and promptly repair any damage or casualty. Borrower shall permit Lender and its agents, representatives and employees, upon reasonable prior notice to Borrower, to inspect the Project and conduct such environmental and engineering studies as Lender may require, provided such inspections and studies do not materially interfere with the use and operation of the Project.

Section 8.5 Taxes on Security. Borrower shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to the Note or the Liens created or secured by the Loan Documents, other than income, franchise and doing business taxes imposed on Lender. If there shall be enacted any law (a) deducting the Loan from the value of the Project for the purpose of taxation, (b) affecting any Lien on the Project, or (c) changing existing laws of taxation of mortgages, deeds of trust, security deeds, or debts secured by real property, or changing the manner of collecting any such taxes, Borrower shall promptly pay to Lender, on demand, all taxes, costs and charges for which Lender is or may be liable as a result thereof; however, if such payment would be prohibited by law or would render the Loan usurious, then instead of collecting such payment, Lender may declare all amounts owing under the Loan Documents to be immediately due and payable.

Section 8.6 Legal Existence; Name, Etc. Borrower shall preserve and keep in full force and effect its entity status, franchises, rights and privileges under the laws of the state of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Project. Neither Borrower nor any general partner or managing member of Borrower shall wind up, liquidate, dissolve, reorganize, merge, or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, or acquire all or substantially all of the assets of the business of any Person, or permit any subsidiary or Affiliate of Borrower to do so. Borrower shall not change its name, identity, or organizational structure, or the location of its chief executive office or principal place of business unless Borrower (a) shall have obtained the prior written consent of Lender to such change, and (b) shall have taken all actions necessary or requested by Lender to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Loan Documents.

Section 8.7 Further Assurances. Borrower shall promptly (a) cure any defects in the execution and delivery of the Loan Documents and the Environmental Indemnity Agreement, and (b) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Lender may reasonably request to further evidence and more fully describe the collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any liens created under any of the Loan Documents and the Environmental Indemnity Agreement, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith. Borrower grants Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender under the Loan Documents and the Environmental Indemnity Agreement, at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 8.7.

Section 8.8 Estoppel Certificates. Borrower, within ten (10) days after request, shall furnish to Lender a written statement, duly acknowledged, setting forth the amount due on the Loan, the terms of payment of the Loan, the date to which interest has been paid, whether any offsets or defenses exist against the Loan and, if any are alleged to exist, the nature thereof in detail, and such other matters as Lender reasonably may request.

Section 8.9 Notice of Certain Events. Borrower shall promptly notify Lender of (a) any Potential Default or Event of Default, together with a detailed statement of the steps being taken to cure such Potential Default or Event of Default; (b) any notice of default received by Borrower under other obligations relating to the Project or otherwise material to Borrower's business; and (c) any threatened or pending legal, judicial or regulatory proceedings, including any dispute between Borrower and any governmental authority, affecting Borrower or the Project.

Section 8.10 Indemnification. Borrower shall protect, defend, indemnify and save harmless Lender its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Lender by reason of (a) ownership of the Mortgage, the Project or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof; and (e) the failure of any Person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Agreement, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Agreement is made. Any amounts payable to Lender by reason of the application of this section shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid.

Section 8.11 Cooperation. Borrower acknowledges that Lender and its successors and assigns may (a) sell this Agreement, the Mortgage, the Note, the other Loan Documents, and the Environmental Indemnity Agreement, and any and all servicing rights thereto to one or more investors as a whole loan, (b) participate the Loan to one or more investors,

(c) deposit this Agreement, the Note, other Loan Documents, and the Environmental Indemnity Agreement with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets, or (d) otherwise sell the Loan or interest therein to investors (the transactions referred to in clauses (a) through (d) are hereinafter each referred to as "Secondary Market Transaction"). Borrower shall cooperate with Lender in effecting any such Secondary Market Transaction and shall cooperate to implement all requirements imposed by any Rating Agency involved in any Secondary Market Transaction. Borrower shall provide such information, legal opinions and documents relating to the Borrower, the Project and any tenants of the Project as Lender may reasonably request in connection with such Secondary Market Transaction at no third-party professional expense unless otherwise required by the Loan Documents. In addition, Borrower shall make available to Lender all information concerning its business and operations that Lender may reasonably request. Lender shall be permitted to share all such information with the investment banking firms, Rating Agencies, accounting firms, law firms and other third-party advisory firms involved with the Loan and the Loan Documents or the applicable Secondary Market Transaction. It is understood that the information provided by Borrower to Lender may ultimately be incorporated into the offering documents for the Secondary Market Transaction and thus various investors may also see some or all of the information. Lender and all of the aforesaid third-party advisors and professional firms shall be entitled to rely on the information supplied by, or on behalf of, Borrower and Borrower indemnifies Lender as to any losses, claims, damages or liabilities that arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in such information or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such information or necessary in order to make the statements in such information, or in light of the circumstances under which they were made, not misleading.

Section 8.12 Payment For Labor and Materials. Subject to Borrower's right to contest in accordance with Section 11.8 hereof, Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Project and never permit to exist beyond the due date thereof in respect of the Project or any part thereof any Lien, even though inferior to the Liens hereof, and in any event never permit to be created or exist in respect of the Project or any part thereof any other or additional Lien other than the Liens hereof, except for the Permitted Encumbrances (defined in the Mortgage).

Section 8.13 Year 2000 Compliance. Borrower shall cause the Project and Borrower's operations to be Year 2000 Compliant prior to September 1, 1999 and at all times thereafter while the Loan remains outstanding.

ARTICLE 9

EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under the Loan:

Section 9.1 Payments. Borrower's failure to pay any regularly scheduled installment of principal, interest or other amount due under the Loan Documents within five (5) days of (and including) the date when due, or Borrower's failure to pay the Loan at the Maturity Date, whether by acceleration or otherwise.

Section 9.2 Insurance. Borrower's failure to maintain insurance as required under Section 3.1 of this Agreement.

Section 9.3 Sale, Encumbrance, Etc. The sale, transfer, conveyance, pledge, mortgage or assignment of any part or all of the Project, or any interest therein, or of any interest in Borrower, in violation of the Mortgage.

Section 9.4 Covenants. Borrower's failure to perform or observe any of the agreements and covenants contained in this Agreement or in any of the other Loan Documents (other than payments under Section 9.1, insurance requirements under Section 9.2, transfers and encumbrances under Section 9.3, and the Events of Default described in Sections 9.7 and 9.8 below), and the continuance of such failure for ten (10) days after notice by Lender to Borrower; however, subject to any shorter period for curing any failure by Borrower as specified in any of the other Loan Documents, Borrower shall have an additional sixty (60) days to cure such failure if (a) such failure does not involve the failure to make

payments on a monetary obligation; (b) such failure cannot reasonably be cured within ten (10) days; (c) Borrower is diligently undertaking to cure such default, and (d) Borrower has provided Lender with security reasonably satisfactory to Lender against any interruption of payment or impairment of collateral as a result of such continuing failure.

Section 9.5 Representations and Warranties. Any representation or warranty made in any Loan Document proves to be untrue in any material respect when made or deemed made.

Section 9.6 Other Encumbrances. Any default under any document or instrument, other than the Loan Documents, evidencing or creating a Lien on the Project or any part thereof, not cured within any applicable grace or cure period therein.

Section 9.7 Involuntary Bankruptcy or Other Proceeding. Commencement of an involuntary case or other proceeding against Borrower, any Borrower Party or any other Person having an ownership or security interest in the Project (each, a "Bankruptcy Party") which seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property, and such involuntary case or other proceeding shall remain undismissed or unstayed for a period of 60 days; or an order for relief against a Bankruptcy Party shall be entered in any such case under the Federal Bankruptcy Code.

Section 9.8 Voluntary Petitions, etc. Commencement by a Bankruptcy Party of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its Debts or other liabilities under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or any of its property, or consent by a Bankruptcy Party to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or the making by a Bankruptcy Party of a general assignment for the benefit of creditors, or the failure by a Bankruptcy Party, or the admission by a Bankruptcy Party in writing of its inability, to pay its debts generally as they become due, or any action by a Bankruptcy Party to authorize or effect any of the foregoing;

ARTICLE 10

REMEDIES

Section 10.1 Remedies - Insolvency Events. Upon the occurrence of any Event of Default described in Section 9.7 or 9.8, all amounts due under the Loan Documents immediately shall become due and payable, all without written notice and without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or any other notice of default of any kind, all of which are hereby expressly waived by Borrower; however, if the Bankruptcy Party under Section 9.7 or 9.8 is other than Borrower, then all amounts due under the Loan Documents shall become immediately due and payable at Lender's election, in Lender's sole discretion.

Section 10.2 Remedies - Other Events. Except as set forth in Section 10.1 above, while any Event of Default exists, Lender may (a) declare the entire Loan to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or other notice of default of any kind, all of which are hereby expressly waived by Borrower, and (b) exercise all rights and remedies therefor under the Loan Documents and at law or in equity.

Section 10.3 Lender's Right to Perform the Obligations. If Borrower shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then while any Event of Default exists, and without notice to or demand upon Borrower and without waiving or releasing any other right, remedy or recourse Lender may have because of such Event of Default, Lender may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Borrower, and shall have the right to enter upon the Project for such purpose and to

take all such action thereon and with respect to the Project as it may deem necessary or appropriate. If Lender shall elect to pay any sum due with reference to the Project, Lender may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, Lender shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Borrower shall indemnify Lender for all losses, expenses, damages, claims and causes of action, including reasonable attorneys' fees, incurred or accruing by reason of any acts performed by Lender pursuant to the provisions of this Section 10.3. All sums paid by Lender pursuant to this Section 10.3, and all other sums expended by Lender to which it shall be entitled to be indemnified, together with interest thereon at the Default Rate from the date of such payment or expenditure until paid, shall constitute additions to the Loan, shall be secured by the Loan Documents and shall be paid by Borrower to Lender upon demand.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 11.1). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Borrower:
TMP Trace, LLC,
801 N. Parkcenter Drive, Suite 235
Santa Ana, California 92705
Attention: Lauren Vaniski
Telecopy: (714) 550-1059

If to Lender:
General Electric Capital Corporation
c/o GE Capital Loan Services, Inc.
363 North Sam Houston Parkway East, Suite 1200
Houston, Texas 77060
Attention: Portfolio Manager/Access Program
Telecopy: (281) 405-7132

with a copy to:
General Electric Capital Corporation
16479 Dallas Parkway, Suite 500
Two Bent Tree Tower
Addison, Texas 75001-2512
Attention: David R. Martindale
Telecopy: (972) 728-7650

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day after deposit with an overnight air courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by Lender or Borrower, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the

transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 11.2 Amendments and Waivers. No amendment or waiver of any provision of the Environmental Indemnity Agreement and the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Section 11.3 Limitation on Interest. It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, all agreements between Borrower and Lender with respect to the Loan are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Lender or charged by Lender for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under applicable law (including the laws of the State and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (a) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Note by the holder thereof; and (b) if maturity is accelerated by reason of an election by Lender, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Note. The terms and provisions of this Section 11.3 shall control and supersede every other provision of the Loan Documents. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit Lender to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which Lender may contract for, take, reserve, charge or receive under the Loan Documents.

Section 11.4 Invalid Provisions. If any provision of any Loan Document or the Environmental Indemnity Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Environmental Indemnity Agreement and the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Environmental Indemnity Agreement and such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

Section 11.5 Reimbursement of Expenses. Borrower shall pay all reasonable expenses incurred by Lender in connection with the Loan, including reasonable fees and expenses of Lender's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Loan Documents. Borrower shall pay all expenses of Lender in connection with the administration of the Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. Borrower shall, upon request, promptly reimburse Lender for all amounts expended, advanced or incurred by Lender to collect the Note, or to enforce the rights of Lender under this Agreement, the Environmental Indemnity Agreement, or any Loan Document, or to defend or assert the rights and claims of Lender under the Environmental Indemnity Agreement or the Loan Documents or with respect to the Project (by litigation or other proceedings), which amounts will include all court costs, reasonable attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be incurred by Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each

such amount from the date of disbursement until the date of reimbursement to Lender, all of which shall constitute part of the Loan and shall be secured by the Loan Documents.

Section 11.6 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other Person. This Agreement is for the sole and exclusive use of Lender and Borrower and may not be enforced, nor relied upon, by any Person other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in Lender's sole discretion.

Section 11.7 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of Borrower, the power of Lender being limited to the rights to exercise the remedies referred to in the Environmental Indemnity Agreement or the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Environmental Indemnity Agreement or the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Project in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or to any other person with respect to the Project or the Loan, except as expressly provided in the Environmental Indemnity Agreement and the Loan Documents; and notwithstanding any other provision of the Environmental Indemnity Agreement or the Loan Documents: (a) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its stockholders, members, or partners and Lender does not intend to ever assume such status; (b) Lender shall in no event be liable for any Debts, expenses or losses incurred or sustained by Borrower; and (c) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Project in Lender, or any sharing of liabilities, losses, costs or expenses.

Section 11.8 Contest of Certain Claims. Borrower may contest the validity of Taxes or any mechanic's or materialman's lien asserted against the Project so long as (a) Borrower notifies Lender that it intends to contest such Taxes or liens, as applicable, (b) Borrower provides Lender with an indemnity, bond or other security reasonably satisfactory to Lender assuring the discharge of Borrower's obligations for such Taxes or liens, as applicable, including interest and penalties, (c) Borrower is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense and concludes such contest prior to the tenth (10th) day preceding the earlier to occur of the Maturity Date or the date on which the Project is scheduled to be sold for non-payment, (d) Borrower promptly upon final determination thereof pays the amount of any such Taxes or liens, as applicable, together with all costs, interest and penalties which may be payable in connection therewith, and (e) notwithstanding the foregoing, Borrower shall immediately upon request of Lender pay any such Taxes or liens, as applicable, notwithstanding such contest if, in the opinion of Lender, the Project or any part thereof or interest therein may be in danger of being sold, forfeited, foreclosed, terminated, canceled or lost. Lender may pay over any cash deposit or part thereof to the claimant entitled thereto at any time when, in the reasonable judgment of Lender, the entitlement of such claimant is established.

Section 11.9 Time of the Essence. Time is of the essence with respect to this Agreement.

Section 11.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that neither Borrower nor any other Borrower Party shall, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

Section 11.11 Renewal, Extension or Rearrangement. All provisions of the Environmental Indemnity Agreement and the Loan Documents shall apply with equal effect to each and all promissory notes and amendments thereof hereinafter executed which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

Section 11.12 Waivers. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under the Environmental Indemnity Agreement and any of the Loan Documents, shall operate as a waiver thereof.

Section 11.13 Cumulative Rights; Joint and Several Liability. Rights and remedies of Lender under the Environmental Indemnity Agreement and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy. If more than one person or entity has executed this Agreement as "Borrower," the obligations of all such persons or entities hereunder shall be joint and several.

Section 11.14 Singular and Plural. Words used in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement shall apply to such words when used in the plural where the context so permits and vice versa.

Section 11.15 Phrases. Except as otherwise expressly provided herein, when used in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement, the phrase "including" shall mean "including, but not limited to," the phrase "satisfactory to Lender" shall mean "in form and substance satisfactory to Lender in all respects," the phrase "with Lender's consent" or "with Lender's approval" shall mean such consent or approval at Lender's sole /discretion, and the phrase "acceptable to Lender" shall mean "acceptable to Lender at Lender's sole discretion."

Section 11.16 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

Section 11.17 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 11.18 Promotional Material. Borrower authorizes Lender to issue press releases, advertisements and other promotional materials in connection with Lender's own promotional and marketing activities, including in connection with a Secondary Market Transaction, and such materials may describe the Loan in general terms or in detail and Lender's participation therein in the Loan. All references to Lender contained in any press release, advertisement or promotional material issued by Borrower shall be approved in writing by Lender in advance of issuance.

Section 11.19 Survival. All of the representations, warranties, covenants, and indemnities hereunder (including environmental matters under Article 4), under the indemnification provisions of the other Loan Documents and under the Environmental Indemnity Agreement, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Project to any party, whether or not an Affiliate of Borrower.

Section 11.20 WAIVER OF JURY TRIAL. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE ENVIRONMENTAL INDEMNITY AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE**

BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS AND THE ENVIRONMENTAL INDEMNITY AGREEMENT OR IN ANY WAY RELATING TO THE LOAN OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

Section 11.21 Waiver of Punitive or Consequential Damages. Neither Lender nor Borrower shall be responsible or liable to the other or to any other Person for any punitive, exemplary or consequential damages which may be alleged as a result of the Loan or the transaction contemplated hereby, including any breach or other default by any party hereto.

Section 11.22 Governing Law. The Loan Documents and the Environmental Indemnity Agreement shall be governed by and construed in accordance with the laws of the State where the Project is located and the applicable laws of the United States of America.

Section 11.23 Entire Agreement. This Agreement, the other Loan Documents and the Environmental Indemnity Agreement embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents and the Environmental Indemnity Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. If any conflict or inconsistency exists between the Commitment and this Agreement, any of the other Loan Documents, or the Environmental Indemnity Agreement, the terms of this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement shall control.

Section 11.24 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

ARTICLE 12

LIMITATIONS ON LIABILITY

Section 12.1 Limitation on Liability. Except as provided below, Borrower shall not be personally liable for amounts due under the Loan Documents. Borrower shall be personally liable to Lender for any deficiency, loss or damage suffered by Lender because of: (a) Borrower's commission of a criminal act; (b) the failure to comply with provisions of the Loan Documents prohibiting the sale, transfer or encumbrance of the Project, any other collateral, or any direct or indirect ownership interest in Borrower; (c) the misapplication by Borrower or any Borrower Party of any funds derived from the Project, including security deposits, insurance proceeds and condemnation awards in violation of this Agreement or any of the other Loan Documents; (d) the fraud or misrepresentation by Borrower or any Borrower Party made in or in connection with the Loan Documents or the Loan; (e) Borrower's collection of rents more than one month in advance or entering into or modifying leases, or receipt of monies by Borrower or any Borrower Party in connection with the modification of any leases, in violation of this Agreement or any of the other Loan Documents; (f) Borrower's failure to apply proceeds of rents or any other payments in respect of the leases and other income of the Project or any other collateral when received to the costs of maintenance and operation of the Project and to the payment of taxes, lien claims, insurance premiums, Debt Service, the Funds, and other amounts due under the Loan Documents to the extent the Loan Documents require such proceeds to be then so applied; (g) Borrower's interference with Lender's exercise of rights under the Assignment of Leases and Rents; (h) Borrower's failure to maintain insurance as required by this Agreement; (i) damage or destruction to the Project caused by the acts or omissions of Borrower, its agents, employees, or contractors; (j) Borrower's obligations with respect to environmental matters under Article 4; (k) Borrower's failure to pay for any loss, liability or expense (including attorneys' fees) incurred by Lender arising out of any claim or allegation made by Borrower, its successors or assigns, or any creditor of Borrower, that this Agreement or the transactions contemplated by the Loan

Documents and the Environmental Indemnity Agreement establishes a joint venture, partnership or other similar arrangement between Borrower and Lender; or (l) any brokerage commission or finder's fees claimed in connection with the transactions contemplated by the Loan Documents. Nothing herein shall be deemed to be a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, to file a claim for the full amount due to Lender under the Loan Documents or to require that all collateral shall continue to secure the amounts due under the Loan Documents.

Section 12.2 Limitation on Liability of Lender's Officers, Employees, etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement, any other Loan Document, or the Environmental Indemnity Agreement shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

EXECUTED as of the date first written above.

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name: David R. Martindale
Title: Authorized Signatory

BORROWER:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

SCHEDULE I

DEFEASANCE

1. In accordance with Section 2.3 of the Loan Agreement, Borrower may obtain the release of the Project from the lien of the Mortgage upon the satisfaction of the following conditions precedent:

(A) not less than thirty (30) days prior written notice to Lender specifying a regularly scheduled payment date (the "Release Date") on which the Defeasance Deposit (hereinafter defined) is to be made;

(B) the payment to Lender of interest accrued and unpaid on the principal balance of the Note to and including the Release Date;

(C) the payment to Lender of all other sums, not including scheduled interest or principal payments, due under the Note, the Mortgage, the Assignment of Leases and Rents, and the other Loan Documents;

(D) the payment to Lender of the Defeasance Deposit;

(E) the delivery by Borrower to Lender of:

1) a security agreement in form and substance satisfactory to Lender, creating a first priority lien on the Defeasance Deposit and the U.S. Obligations (hereinafter defined) purchased on behalf of Borrower with the Defeasance Deposit in accordance with this provision of this Schedule I (the "Security Agreement");

2) a release of the Project from the lien of the Mortgage (for execution by Lender) in a form appropriate for the jurisdiction in which the Project is located;

3) an officer's certificate of Borrower certifying that the requirements set forth in this paragraph (e) have been satisfied;

4) an opinion of counsel for Borrower in form satisfactory to Lender stating, among other things, that Lender has a perfected first priority security interest in the Defeasance Deposit and the U.S. Obligations purchased by Lender on behalf of Borrower;

5) evidence in writing from the applicable Rating Agencies to the effect that such release will not result in a re-qualification, reduction or withdrawal of any rating in effect immediately prior to such defeasance for any securities issued in connection with a Secondary Market Transaction; and

6) such other certificates, documents or instruments as Lender may reasonably request.

(F) if the Loan has been sold in a Secondary Market Transaction, Lender shall have received an opinion of counsel acceptable to Lender in form satisfactory to Lender stating, among other things, that the substitution of collateral shall not cause the holder of the Loan to fail to maintain its status as a real estate mortgage investment conduit; and

(G) Lender shall have received a certificate from an independent certified public accountant acceptable to Lender, in form and substance satisfactory to Lender, certifying that the U.S. Obligations purchased with the Defeasance Deposit will generate sufficient sums to satisfy the obligations of Borrower under the Note as and when such obligations become due.

In connection with the conditions set forth in paragraph 1(e) above, Borrower hereby appoints Lender as its agent and attorney-in-fact for the purpose of using the Defeasance Deposit to purchase U.S. Obligations which provide payments on

or prior to, but as close as possible to, all successive scheduled payment dates after the Release Date upon which interest and principal payments are required under the Note (including the amounts due on the Maturity Date) and in amounts equal to the scheduled payments due on such dates under the Note (the "Scheduled Defeasance Payments"). Borrower, pursuant to the Security Agreement or other appropriate document, shall authorize and direct that the payments received from the U.S. Obligations may be made directly to Lender and applied to satisfy the obligations of Borrower under the Note.

2. Upon compliance with the requirements of this Schedule I, the Project shall be released from the lien of the Mortgage and the pledged U.S. Obligations shall be the sole source of collateral securing the Note. Any portion of the Defeasance Deposit in excess of the amount necessary to purchase the U.S. Obligations required by the preceding paragraph and to otherwise satisfy the Borrower's obligations under this Schedule I shall be remitted to Borrower with the release of the Project from the lien of the Mortgage. In connection with such release, Lender shall establish or designate a successor entity (the "Successor Borrower") and Borrower shall transfer and assign all obligations, rights and duties under and to the Note together with the pledged U.S. Obligations to such Successor Borrower. The obligation of Lender to establish or designate a Successor Borrower shall be retained by Lender notwithstanding the sale or transfer of the Mortgage unless such obligation is specifically assumed by the transferee. Such Successor Borrower shall assume the obligations under the Note and the Security Agreement and Borrower shall be relieved of its obligations thereunder. Borrower shall pay $1,000.00 to any such Successor Borrower as consideration for assuming the obligations under the Note and the Security Agreement. Notwithstanding anything in the Mortgage to the contrary, no other assumption fee shall be payable upon a transfer of the Note in accordance with this paragraph, but Borrower shall pay all costs and expenses incurred by Lender, including Lender's reasonable attorneys' fees and expenses, incurred in connection with this Schedule.

3. For purposes of this Schedule I, the following terms shall have the following meanings:

(a) The term "Defeasance Deposit" shall mean an amount equal to the remaining principal amount of the Note, the Yield Maintenance Amount, any costs and expenses incurred or to be incurred in the purchase of U.S. Obligations necessary to meet the Scheduled Defeasance Payments and any revenue, documentary stamp or intangible taxes or any other tax or charge due in connection with the transfer of the Note or otherwise required to accomplish the agreements of this Schedule I.

(b) The term "Yield Maintenance Amount" shall mean the amount (if any) which, when added to the remaining principal amount of the Note, will be sufficient to purchase U.S. Obligations providing the required Scheduled Defeasance Payments; and

(c) The term "U.S. Obligations" shall mean direct non-callable obligations of the United States of America.

SCHEDULE II

REQUIRED REPAIRS

1.	Replace concrete pavement near loading dock.	$ 5,250.00
2.	Remove and replace concrete pavement with asphalt near Building Nos. 3 and 5.	23,000.00
3.	Paint welded steel pipe railing system.	600.00
4.	EPDM roof penetration flashing.	10,800.00
		$39,650.00
	TOTAL: $39,650.00 x110%=	$43,615.00

Exhibit 3 to Complaint

COPY

PROMISSORY NOTE

$5,708,000.00 June 28, 1999

For value received, TMP TRACE, LLC, a Delaware limited liability company ("Borrower"), promises and agrees to pay to the order of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), in lawful money of the United States of America, the principal sum of FIVE MILLION SEVEN HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($5,780,000.00) or so much thereof as may be outstanding under the Loan Agreement of even date herewith between Borrower and Lender (the "Loan Agreement"), with interest on the unpaid principal sum owing thereunder at the rate or rates or in the amounts computed in accordance with the Loan Agreement, together with all other amounts due Lender under the Loan Agreement, all payable in the manner and at the time or times provided in the Loan Agreement. Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Loan Agreement.

If not sooner due and payable in accordance with the Loan Agreement, Borrower shall pay to Lender all amounts due and unpaid under the Loan Agreement on July 1, 2009, or on any earlier Maturity Date as set forth in the Loan Agreement. Unless otherwise specified in writing by Lender, all payments hereunder shall be paid to Lender at c/o GE Capital Loan Services, Inc., P. O. Box 420250, Houston, Texas 77042. Lender reserves the right to require any payment on this Note, whether such payment is a regular installment, prepayment or final payment, to be by wired federal funds or other immediately available funds.

Borrower, co-makers, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; such parties are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

This Note evidences all advances made, interest due and all amounts otherwise owed to Lender under the Loan Agreement. This Note is executed in conjunction with the Loan Agreement and is secured by the liens and security interests created under the Loan Documents (including those arising under the Deed of Trust). Reference is made to the Loan Agreement for provisions relating to repayment of the indebtedness evidenced by this Note, including mandatory repayment, acceleration following default, late charges, default rate of interest, limitations on interest, and restrictions on prepayment.

Borrower's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement. This Note has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State in which the Mortgaged Property is located and of the United States of America.

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EXHIBIT

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EXECUTED as of the date first written above.

BORROWER:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

Exhibit 4 to Complaint

D

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RECORDING REQUESTED BY:

J. Patrick Kelly El Paso Cty,CO 099108343
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WHEN RECORDED MAIL TO:

Andrews & Kurth, LLP
601 South Figueroa Street, Suite 4200
Los Angeles, California 90017
Attention: Carolyn Y. Morgan, Esq.
Property: Mission Trace Shopping Center
3001-3285 S. Academy Boulevard
Colorado Springs, Colorado

80-112528

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Deed of Trust") is executed as of June 28, 1999, by TMP TRACE, LLC, a Delaware limited liability company ("Grantor"), whose address for notice hereunder is 801 N. Parkcenter Drive, Suite 235, Santa Ana, California 92705, to the Public Trustee of the County of El Paso, Colorado ("Trustee"), for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Beneficiary"), whose address for notice is c/o GE Capital Loan Services, Inc., 363 North Sam Houston Parkway East, Suite 1200, Houston, Texas 77060, Attention: Portfolio Manager/Access Program.

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Indebtedness": The sum of all principal, interest and all other amounts due under or secured by the Loan Documents.

"Loan": The Loan made to the Grantor by the Beneficiary as evidenced and secured by the Loan Documents.

"Loan Documents": The (a) Loan Agreement of even date between Grantor and Beneficiary (the "Loan Agreement"), (b) Promissory Note of even date, executed by Grantor, payable to the order of Beneficiary, in the stated

EXHIBIT
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principal amount of $5,708,000.00, (c) this Deed of Trust, (d) all other documents now or hereafter executed by Grantor, or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Deed of Trust and (e) all modifications, restatements, extensions, renewals and replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include that certain Hazardous Materials Indemnity Agreement dated the date hereof in favor of Beneficiary.

"Mortgaged Property": (a) the real property described in *Exhibit A*, together with any greater estate therein as hereafter may be acquired by Grantor (the "Land"), (b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (c) all the estate, right, title, claim or demand whatsoever of Grantor either in law or in equity, in possession or expectancy, of, in, and to the Mortgaged Property or any part thereof; (d) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (e) all right, title and interest of Grantor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds (whether derived from insurance required under the Loan Documents or otherwise), property tax refunds or rebates, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Grantor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Grantor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "Personalty"), (f) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Grantor with respect to the Mortgaged Property, (g) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (h) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Grantor of any petition of relief under 11 U.S.C. § 101 et. seq., as same may be amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Grantor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (i) all of the rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code (the "Rents"), (j) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), (k) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (l) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (m) all insurance policies, unearned premiums therefor and proceeds from such

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policies covering any of the above property now or hereafter acquired by Grantor, (n) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, (o) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; and (p) all of Grantor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Grantor or any other person or entity to Beneficiary or others as set forth in the Loan Documents.

"Permitted Encumbrances": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Deed of Trust, together with the liens and security interests in favor of Beneficiary created by the Loan Documents, none of which, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by this Deed of Trust, materially and adversely affect the value of the Mortgaged Property, impair the use or operations of the Mortgaged Property or impair Grantor's ability to pay its obligations in a timely manner.

"State": The State of Colorado.

"UCC": The Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

Section 1.2 Other Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

ARTICLE 2

GRANT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Trustee (and, with respect to any portions of the Mortgaged Property that constitute personal property, to Beneficiary) the Mortgaged Property subject, however, to the Permitted Encumbrances; TO HAVE AND TO HOLD the Mortgaged Property to Trustee, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee and Beneficiary and their respective successors, substitutes and assigns.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

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Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Grantor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Deed of Trust creates valid, enforceable first priority liens and security interests against the Mortgaged Property. Grantor warrants that Grantor has good, marketable and insurable title to the Mortgaged Property and has the full power, authority and right to execute, deliver and perform its obligations under this Deed of Trust.

Section 3.2 First Lien Status. Grantor shall preserve and protect the first lien and security interest status of this Deed of Trust and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, in Beneficiary's discretion, provide a bond or other security satisfactory to Beneficiary for the payment of such claim.

Section 3.3 Payment and Performance. Grantor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Grantor subject to the liens and security interests of this Deed of Trust and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Beneficiary.

Section 3.5 Maintenance of Rights of Way, Easements and Licenses. Grantor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Beneficiary, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Grantor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

Section 3.6 Inspection. Grantor shall permit Beneficiary and its agents, representatives and employees, upon reasonable prior notice to Grantor, to inspect the Mortgaged Property and conduct such environmental and engineering studies as Beneficiary may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.7 Other Covenants. All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land. The covenants set forth in the Loan Agreement include, among other provisions: (a) the obligation to pay when due all taxes on the Mortgaged Property or assessed against Beneficiary with respect to the Loan, (b) the right of Beneficiary to inspect the Mortgaged Property, (c) the obligation to keep the Mortgaged Property insured as Beneficiary may require, (d) the obligation to comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, and (e) except as otherwise permitted under the Loan Agreement, the obligation of Grantor to obtain Beneficiary's consent prior to entering into, modifying or taking other actions with respect to Leases.

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Section 3.8 Condemnation Awards and Insurance Proceeds.

(a) **Condemnation Awards.** Grantor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Beneficiary and authorizes Beneficiary to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) **Insurance Proceeds.** Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Grantor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly.

Section 3.9 Transfer or Encumbrance of Mortgaged Property.

(a) Without the prior written consent of Beneficiary,

(i) neither Grantor nor any other Person having an ownership or beneficial interest in Grantor shall (A) directly or indirectly sell, transfer, convey, mortgage, pledge, or assign any interest in the Mortgaged Property or any part thereof (including any partnership or any other ownership interest in Grantor); (B) further encumber, alienate, grant a Lien or grant any other interest in the Mortgaged Property or any part thereof (including any partnership or other ownership interest in Grantor), whether voluntarily or involuntarily; or (C) enter into any easement or other agreement granting rights in or restricting the use or development of the Mortgaged Property;

(ii) no new general partner, member, or limited partner having the ability to control the affairs of Grantor shall be admitted to or created in Grantor (nor shall any existing general partner or member or controlling limited partner withdraw from Grantor), and no change in Grantor's organizational documents relating to control over Grantor and/or the Mortgaged Property shall be effected; and

(iii) no transfer shall be permitted which would cause TMP Mission Trace, LLC ("Member") to own less than 100 percent (100%) of the beneficial interest in Grantor and the Mortgaged Property, and Anthony W. Thompson and William O. Passo to own less than one hundred percent (100%) of the voting stock in the corporate manager of Member and not to have the power to direct the affairs of Grantor.

(b) As used in this Section 3.9, "transfer" shall include (i) an installment sales agreement wherein Grantor agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments; (ii) an agreement by Grantor leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Grantor's right, title and interest in and to any Leases or any Rents, (iii) the sale, transfer, conveyance, mortgage, pledge, or assignment of the legal or beneficial ownership of any partnership interest in any general partner in Grantor that is a partnership, and (iv) the sale, transfer, conveyance, mortgage, pledge, or assignment of the legal or beneficial ownership of any voting stock in any general partner in Grantor that is a corporation; notwithstanding the foregoing, "transfer" shall not include (A) the leasing of individual units within the Project so long as Grantor complies with the provisions of the Loan Documents relating to such leasing activity; (B) the transfers of limited partner or membership interests in Grantor so long as the results of such transfers do not result in the transfer of more than 49% of the ownership or beneficial interest in the Grantor and the provisions of Sections 3.9(a)(ii) and 3.9(a)(iii) are satisfied.

(c) Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Indebtedness immediately due and payable upon Grantor's sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property without Beneficiary's consent. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property regardless of whether voluntary or not, or whether or not Beneficiary has consented to any previous sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property.

(d) Beneficiary's consent to one sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property shall not be deemed to be a waiver of Beneficiary's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property made in contravention of this paragraph shall be null and void and of no force and effect.

(e) Grantor agrees to bear and shall pay or reimburse Beneficiary on demand for all reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Beneficiary in connection with the review, approval and documentation of any such sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer.

(f) Beneficiary's consent to the sale or transfer of the Mortgaged Property will not be unreasonably withheld after consideration of all relevant factors, provided that:

(i) no Event of Default or event which with the giving of notice or the passage of time would constitute an Event of Default shall have occurred and remain uncured;

(ii) the proposed transferee ("Transferee") shall be a reputable entity or person of good character, creditworthy, with sufficient financial worth considering the obligations assumed and undertaken, as evidenced by financial statements and other information reasonably requested by Beneficiary and shall be a Single Purpose Entity;

(iii) the Transferee and its property manager shall have sufficient experience in the ownership and management of properties similar to the Mortgaged Property, and Beneficiary shall be provided with reasonable evidence thereof (and Beneficiary reserves the right to approve the Transferee without approving the substitution of the property manager);

(iv) Beneficiary shall have recommendations in writing from the Rating Agencies (as hereinafter defined) to the effect that such transfer will not result in a re-qualification, reduction or withdrawal of any rating initially assigned or to be assigned in a Secondary Market Transaction (as defined in the Loan Agreement). The term "Rating Agencies" as used herein shall mean each of Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co. and Fitch IBCA, Inc., or any other nationally-recognized statistical rating agency which has been approved by Beneficiary;

(v) the Transferee shall have executed and delivered to Beneficiary an assumption agreement in form and substance acceptable to Beneficiary, evidencing such Transferee's agreement to abide and be bound by the terms of the Note, this Deed of Trust and the other Loan

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Documents, together with such legal opinions and title insurance endorsements as may be reasonably requested by Beneficiary; and

(vi) Beneficiary shall have received an assumption fee equal to one percent (1%) of the then unpaid principal balance of the Note in addition to the payment of all costs and expenses incurred by Beneficiary in connection with such assumption (including reasonable attorneys' fees and costs).

ARTICLE 4

DEFAULT AND FORECLOSURE

Section 4.1 Remedies. If an Event of Default (as defined in the Loan Agreement) exists, Beneficiary may, at Beneficiary's election, and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Indebtedness (including any prepayment premium or similar charge required by the Loan Agreement, to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Grantor remains in possession of the Mortgaged Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Beneficiary or Trustee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Beneficiary may foreclose this Deed of Trust, insofar as it encumbers the Mortgaged Property, either by judicial action or through Trustee. If this Deed of Trust encumbers more than one parcel of real estate, foreclosure may be by separate parcel or en masse, as Beneficiary may elect in its sole discretion. Foreclosure through Trustee will be initiated by Beneficiary's filing of its notice of election and demand for sale with Trustee. Upon the filing of such notice of election and demand for sale, Trustee shall promptly comply with all notice and other requirements of the laws of Colorado then in force with respect to such sales, and shall give four weeks' public notice of the time and place of such sale by advertisement weekly in some newspaper of general circulation then published in the County or City and County in which the Mortgaged Property is located. Any sale conducted by Trustee pursuant to this section shall be held at the front door of the county courthouse for such County or City and County, or on the Mortgaged Property, or at such other place as similar sales are then customarily held in such County or City and County, provided that the actual place of sale shall be specified in the notice of sale. All fees, costs and expenses of any kind incurred by Beneficiary in connection with foreclosure of this Deed of Trust, including, without limitation, the costs of any appraisals of the Mortgaged Property obtained by Beneficiary, all costs of any receivership for the Mortgaged Property advanced by Beneficiary, and all attorneys' and consultants' fees incurred by Beneficiary, shall constitute a part of the Indebtedness and may be included as part of the amount owing from Grantor to Beneficiary at any

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foreclosure sale. The proceeds of any sale under this section shall be applied first to the fees and expenses of the officer conducting the sale, and then to the reduction or discharge of the Indebtedness; any surplus remaining shall be paid over to Grantor or to such other person or persons as may be lawfully entitled to such surplus. At the conclusion of any foreclosure sale, the officer conducting the sale shall execute and deliver to the purchaser at the sale a certificate of purchase which shall describe the property sold to such purchaser and shall state that upon the expiration of the applicable periods for redemption, the holder of such certificate will be entitled to a deed to the property described in the certificate. After the expiration of all applicable periods of redemption, unless the property sold has been redeemed by Grantor, the officer who conducted such sale shall, upon request, execute and deliver an appropriate deed to the holder of the certificate of purchase or the last certificate of redemption, as the case may be. Nothing in this section dealing with foreclosure procedures or specifying particular actions to be taken by Beneficiary or by Trustee or any similar officer shall be deemed to contradict or add to the requirements and procedures now or hereafter specified by Colorado law, and any such inconsistency shall be resolved in favor of Colorado law applicable at the time of foreclosure."

(e) Power of Sale. Cause Trustee, in compliance with applicable law, to sell the Mortgaged Property either as a whole or in separate parcels as Beneficiary may determine and, as to such separate parcels, to direct the order in which such separate parcels are to be sold, at public sale or sales to the highest bidder for cash, in order to pay the Indebtedness, in compliance with the requirements of the general statutes of the state in which the Mortgaged Property is located relating to nonjudicial foreclosure sales in effect on the date foreclosure is commenced and to deliver to such purchaser a Trustee's deed (or Trustee's deeds) without covenant or warranty, express or implied, the recitals of such deed (or deeds) as to any matters of fact to be conclusive proof of the truthfulness thereof; provided, however, that Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

(f) Receiver. Beneficiary shall be entitled, as a matter of absolute right and without regard to the value of any security for the Indebtedness or the solvency of any person liable therefor, to the appointment of a receiver for the Mortgaged Property upon ex parte application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his agents shall be empowered (i) to take possession of the Mortgaged Property and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (ii) to exclude Grantor and Grantor's agents, servants, and employees from the Mortgaged Property, (iii) to collect the rents, issues, profits, and income therefrom, (iv) to complete any construction which may be in progress, (v) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (vi) to use all stores of materials, supplies, and maintenance equipment on the Mortgaged Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the Mortgaged Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (viii) generally to do anything which Grantor could legally do if Grantor were in possession of the Mortgaged Property. All expenses incurred by the receiver or his agents shall constitute a part of the Indebtedness. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance shall be applied toward the Indebtedness or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Indebtedness has been discharged in full, or until title to the Mortgaged Property has passed after foreclosure sale and all applicable periods of redemption have expired."

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(g) UCC. Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the personal property, and (ii) request Grantor at its expense to assemble the personal property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the personal property sent to Grantor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Grantor;

(h) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Deed of Trust).

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Beneficiary, in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and/or Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Grantor's election to exercise any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Grantor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the right,

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remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (i) Trustee's and receiver's fees and expenses, (ii) court costs, (iii) reasonable attorneys' and accountants' fees and expenses, (iv) costs of advertisement, (v) insurance premiums and (vi) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Beneficiary under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Beneficiary in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

Section 4.8 Occupancy After Foreclosure. Upon the expiration of the applicable periods for redemption and the delivery of a deed to the purchaser at any foreclosure sale pursuant to Section 4.1(d), such purchaser shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged Property shall, at the option of such purchaser, become tenants of the purchaser at such time and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary under this Section 4.9, or otherwise under this Deed of Trust or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Loan Agreement), and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Deed of Trust and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise.

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Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Beneficiary under the Loan Documents, at law or in equity shall cause Beneficiary to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 4.11 Actions and Proceedings. Beneficiary has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Grantor, which Beneficiary, in its discretion, decides should be brought to protect its interest in the Mortgaged Property.

ARTICLE 5

ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. Grantor acknowledges and confirms that it has executed and delivered to Beneficiary an Assignment of Leases and Rents of even date (the "Assignment of Leases and Rents"), intending that such instrument create a present, absolute assignment to Beneficiary of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases and Rents, Grantor hereby assigns to Beneficiary, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Beneficiary shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 4 hereof, including, without limitation, the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Deed of Trust and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

Section 5.2 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any lessee or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1 Security Interest. This Deed of Trust constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Grantor grants to Beneficiary, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Grantor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

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Section 6.2 Financing Statements. Grantor shall execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's chief executive office is in the State [or the State of Colorado, if the Grantor's chief executive office is not located in the State] at the address set forth in the first paragraph of this Deed of Trust.

Section 6.3 No Obligation of Trustee or Beneficiary. The security interest herein granted shall in no event cause Trustee or Beneficiary to be deemed or construed as a mortgagee in possession of the Mortgaged Property, to obligate Trustee or Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 6.4 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the first paragraph of this Deed of Trust.

Section 6.5 Continuing Effect Notwithstanding Termination of Deed of Trust. It is expressly agreed that until such time as the Indebtedness has been paid in full, or until the security interest granted hereby has been released in writing by Beneficiary, this Deed of Trust shall remain fully effective as a security agreement, notwithstanding that the lien on real property that is created by this Deed of Trust may be extinguished or released, by foreclosure of this Deed of Trust or otherwise.

ARTICLE 7

[INTENTIONALLY DELETED]

ARTICLE 8

MISCELLANEOUS

Section 8.1 Limitation on Interest. It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, all agreements between Grantor and Beneficiary with respect to the Loan are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Beneficiary or charged by Beneficiary for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under applicable law (including the laws of the state where the Mortgaged Property is located and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (a) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received

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under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Indebtedness; and (b) if maturity is accelerated by reason of an election by Beneficiary, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Indebtedness. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit Beneficiary to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which Beneficiary may contract for, take, reserve, charge or receive under the Loan Documents.

Section 8.2 Notices. Any notice required or permitted to be given under this Deed of Trust shall be (a) in writing, (b) sent in the manner set forth in the Loan Agreement, and (c) effective in accordance with the terms of the Loan Agreement.

Section 8.3 Covenants Running with the Land. All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Beneficiary has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.4 Attorney-In-Fact. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Grantor hereunder; however: (i) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (ii) any sums advanced by Beneficiary in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate; (iii) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (iv) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 8.5 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

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Section 8.6 No Waiver. Any failure by Beneficiary to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Beneficiary shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.7 Subrogation. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Beneficiary shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Beneficiary.

Section 8.8 Loan Agreement. If any conflict or inconsistency exists between this Deed of Trust and the Loan Agreement, the Loan Agreement shall govern.

Section 8.9 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations, Beneficiary, at Grantor's expense, shall release the liens and security interests created by this Deed of Trust or reconvey the Mortgaged Property to Grantor, as applicable.

Section 8.10 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshaling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the indebtedness secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary.

Section 8.11 Limitation on Liability. Grantor's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement.

Section 8.12 Obligations of Grantor, Joint and Several. If more than one person or entity has executed this Deed of Trust as "Grantor," the obligations of all such persons or entities hereunder shall be joint and several.

Section 8.13 Governing Law. This Deed of Trust shall be governed by the laws of the State and the applicable laws of the United States of America.

Section 8.14 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Section or Subsections.

Section 8.15 Deed of Trust Not to Secure Environmental Covenants, Obligations, and Indemnities. Notwithstanding anything in this Deed of Trust to the contrary, this Deed of Trust is not intended to, and by the express provisions hereof, does not secure any environmental (i) covenant, (ii) obligation or (iii) indemnity of Grantor made or provided herein or in the Loan Agreement or Hazardous Materials Indemnity Agreement executed simultaneously herewith.

Section 8.16 Entire Agreement. This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Beneficiary and Grantor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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Section 8.17 Counterparts. This Deed of Trust may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

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EXECUTED as of the date first above written.

GRANTOR:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

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State of California)
) ss.
County of Orange)

On June 29, 1999 before me, Lauren Vaniski, a Notary Public for said state, personally appeared William O. Passo, personally ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

LAUREN VANISKI
Commission # 1119281
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

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State of California)
) ss.
County of Orange)

On June 28, 1999, before me, Lauren Vaniski, a Notary Public for said state, personally appeared Anthony W. Thompson, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged to me that ~~he/~~she executed the same in ~~his/~~her authorized capacity, and that by ~~his/~~her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

LAUREN VANISKI
Commission # 1119281
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

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EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

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Exhibit 5 to Complaint

ROBERT C. "BOB" BALINK El Paso County, CO
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205168945

PREPARED BY AND AFTER RECORDING, RETURN TO:
Courtney G. Capute, Esquire
Venable LLP
Two Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201

ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation
(Assignor)

TO

WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2.
(Assignee)

PROPERTY:
Mission Trace Shopping Center
3001-3285 S. Academy Boulevard
Colorado Springs
County of El Paso
State of Colorado

EXHIBIT
tabbies
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ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, whose address is c/o GEMSA Loan Services L.P. 1500 City West Boulevard, Suite 200, Houston, Texas 77042-2300, Attention: Portfolio Manager/Access Program (the "Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers, without recourse, representation or warranty, effective for all purposes as of November 10, 1999, to WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2. (the "Assignee"), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by TMP TRACE, LLC (the "Original Borrower") to the Assignor dated as of June 28, 1999 and recorded on July 6, 1999 in the Land Records of El Paso County, Colorado at Reception Number 099108343 securing the payment of that certain Promissory Note in the original principal amount of Five Million Seven Hundred Eight Thousand and 00/100 Dollars ($5,708,000.00) (the "Deed of Trust") made by the Original Borrower, payable to the order of the Assignor, and creating a first lien on the property described in Exhibit "A" attached hereto and by this reference made a part hereof;

Pursuant to an Assumption and Release Agreement dated as of May 16, 2002, and recorded among the Land Records of El Paso County, Colorado at Reception Number 202081325 the Original Borrower assigned its rights and obligations in the Deed of Trust to MISSION TRACE KIM, LLC, as Colorado limited liability company (the "New Borrower") and the New Borrower assumed the rights and obligations of the Original Borrower;

TOGETHER WITH any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee, and

TOGETHER WITH any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the _____ day of _____, _____.

WITNESS:

GENERAL ELECTRIC CAPITAL CORPORATION,
A New York corporation

Theresa Johnson

By: _____ (SEAL)
Name:
Title: David R. Martindale
Managing Director

STATE OF Texas,
CITY/COUNTY OF Dallas, to wit:

I HEREBY CERTIFY that on this 18 day of October, 2005, before me, a Notary Public in and for the State aforesaid, personally appeared David Martindale, who acknowledged himself to be the Managing Director of GENERAL ELECTRIC CAPITAL CORPORATION known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Managing Director for GENERAL ELECTRIC CAPITAL CORPORATION by signing the name of the GENERAL ELECTRIC CAPITAL CORPORATION by himself/herself as Managing Director.

AS WITNESS my hand and notarial seal.

Beth Jones
Notary Public

My Commission Expires: _____

BETH JONES
My Commission Expires
February 13, 2009

Exhibit "A"

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

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PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

DISTRICT COURT COUNTY OF EL PASO STATE OF COLORADO 20 E. Vermijo Ave. Colorado Springs CO 80903	FILED IN THE DISTRICT AND COUNTY COURTS OF EL PASO COUNTY, COLORADO NOV 10 2005 M.V. PERRY CLERK OF COURT
Plaintiff: WELLS FARGO BANK, N.A., AS TRUSTEE for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2, **Defendant: MISSION TRACE KIM, LLC, a Colorado Limited Liability Company**	**COURT USE ONLY** Case Number: Div./Ctrm.:
BROWNSTEIN HYATT & FARBER, P.C. 410 17th Street, 22nd Floor Denver, Colorado 80202 Telephone: (303) 223-1100 Facsimile: (303) 223-1111 David S. Chipman, #25784 dchipman@bhf-law.com	

VERIFIED EX PARTE MOTION FOR APPOINTMENT OF RECEIVER

Wells Fargo Bank, N.A., not individually, but solely as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2, through its counsel, Brownstein Hyatt & Farber, P.C., submits this Verified Ex Parte Motion for Appointment of Receiver, and in support thereof, states as follows:

1. Wells Fargo Bank, N.A. (as successor by consolidation to Wells Fargo Bank Minnesota, N.A., which was formerly known as Norwest Bank Minnesota, National Association) is the Trustee under the trust created under and pursuant to that certain Pooling and Servicing Agreement (the "PSA") dated as of November 10, 1999, among Chase Commercial Mortgage Securities Corp., as Depositor, GE Capital Loan Services, Inc., as Servicer, ORIX Real Estate

Exhibit
C-5
60CV15022

Capital Markets, LLC, as Special Servicer, and Norwest Bank Minnesota, National Association, as Trustee, for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2.

2. Wells Fargo Bank, N.A., not individually, but solely in its capacity as Trustee under the PSA is the Plaintiff and is herein sometimes called "Holder".

3. Defendant Mission Trace Kim, LLC ("Defendant") is a Colorado limited liability company with its principal place of business in El Paso County, Colorado.

4. This case involves the real property known as the Mission Trace Shopping Center in El Paso County, which property is more particularly described in the attached Exhibit 1.

5. On or about June 28, 1999, General Electric Capital Corporation ("GECC") entered into a Loan Agreement with Defendant's predecessor in interest, TMP Trace, LLC ("TMP Trace"). See Exhibit 2.

6. Pursuant to the Loan Agreement, GECC loaned TMP Trace $5,708,000.00 (the "Loan Amount").

7. TM Trace evidenced the repayment obligation through a Promissory Note for $5,708,000.00 dated June 28, 1999. See Exhibit 3.

8. The Promissory Note was secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 28, 1999, and recorded with the El Paso County Clerk and Recorder on July 6, 1999 at Reception Number 099108343 (the "Deed of Trust"). See Exhibit 4.

9. The Deed of Trust encumbers, among other things, the commercial real property more particularly described in the attached Exhibit 1 (collectively, with the associated personal property, the "Trust Property").

10. On or about November 10, 1999, GECC endorsed, transferred and assigned to Holder's predecessor in interest its rights under the Loan Agreement, Promissory Note, Deed of Trust and other related loan documents (collectively, the "Loan Documents"). See Exhibit 5. Holder is the current lender and beneficiary under the Loan Documents.

11. Defendant obtained ownership of the Trust Property, and assumed all borrower obligations under the Loan Documents on or about May 16, 2002.

12. Events of Default exist under the Deed of Trust and the other Loan Documents due to, among other things, Defendant's failure to make payments under the Loan Documents

when due. The current principal amount due and owing under the Loan is $ 5,373,812 as of October 25, 2005.

13. Pursuant to the Loan Documents, upon the occurrence of an Event of Default the entire unpaid balance of the Promissory Note and all accrued and unpaid interest due and owing on the Promissory Note and any and all other indebtedness of Defendant to Holder becomes due and payable without demand or notice. Exhibit 2, § 10.2.

14. Because an Event of Default has occurred and continues to occur, Holder is entitled to the ex parte appointment of a receiver:

> Beneficiary shall be entitled, as a matter of absolute right and without regard to the value of any security for the Indebtedness or the solvency of any person liable therefor, to the appointment of a receiver for the [Trust] Property upon ex parte application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver.

Exhibit 4, § 4.1(f).

15. The Deed of Trust further provides:

> Such receiver and his agents shall be empowered (i) to take possession of the [Trust] Property and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (ii) to exclude Grantor and Grantor's agents, servants, and employees from the [Trust] Property, (iii) to collect the rents, issues, profits, and income therefrom, (iv) to complete any construction which may be in progress, (v) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (vi) to use all stores of materials, supplies, and maintenance equipment on the [Trust] Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the [Trust] Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (viii) generally to do anything which Grantor could legally do if Grantor were in possession of the [Trust] Property.

Id.

20. The Deed of Trust continues to explain that:

> All expenses incurred by the receiver or his agents shall constitute a part of the Indebtedness. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver

and by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance shall be applied toward the Indebtedness or in such other manner as the court may direct.

Id.

21. Based on the above, and pursuant to C.R.C.P. 66(a)(1), Holder has established a prima facie right to an interest in the Trust Property. Indeed, because of the default, foreclosure proceedings are imminent. There is a real danger that the Trust Property's rents, issues, and profits will be lost, or materially injured or impaired if a receiver is not appointed. For the same reasons, and as stated in C.R.C.P. 66(a)(3), an appointment of a receiver is appropriate here because it is "proper and in accordance with the established principles of equity."

22. Holder has named the owner of the Trust Property as Defendant in this action.

23 Holder requests that Quantum Commercial Group, Inc. ("Quantum") be appointed as receiver over the Trust Property. Quantum's qualifications are set forth in Exhibit 6, attached to this Motion. Quantum is prepared to comply strictly with the oath and surety requirements in C.R.C.P. 66(b) and other obligations imposed by the Court's Order.

24. Holder proposes that Quantum post a bond pursuant to C.R.C.P. 66 in an amount of $50,000.

25. Therefore, for the reasons set forth above, and pursuant to C.R.C.P. 66 and the Loan Documents, Holder requests that Quantum immediately be appointed as the receiver over the Trust Property, and that Quantum be granted immediate possession of the Trust Property, and all powers to administrate the Trust Property as set forth in the Loan Documents and applicable law.

Respectfully submitted this 9th day of November, 2005.

BROWNSTEIN HYATT & FARBER, P.C.

David S. Chipman, #25784

ATTORNEYS FOR PLAINTIFF

VERIFICATION

COUNTY OF _____)
)ss
STATE OF District of Columbia)

I, Monique L. Holland am Vice President of CW Capital Company, the loan servicer for Wells Fargo Bank, N.A., not individually, but solely as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2. I hereby certify that I have read the foregoing Verified Ex Parte Motion For Appointment of Receiver, and that the statements therein are true and correct to the best of my knowledge and belief.

Name: Monique L. Holland
Monique L. Holland

Subscribed and sworn to before me this 8th day of November 2005, by Monique L. Holland as Vice President of CW Capital Company.

Leshawnta Simmons
Notary Public, District of Columbia
My Commission Expires 6-14-2010

My commission expires:

Leshawnta Simmons
Notary

Exhibit 1
to Verified Ex Parte Motion for Appointment of Receiver

EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

J. Patrick Kelly El Paso Cty,CO 099108343
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Exhibit 2
to Verified Ex Parte Motion for Appointment of Receiver

GENERAL ELECTRIC CAPITAL CORPORATION
(Lender)

to

TMP TRACE, LLC,
a Delaware limited liability company
(Borrower)

LOAN AGREEMENT

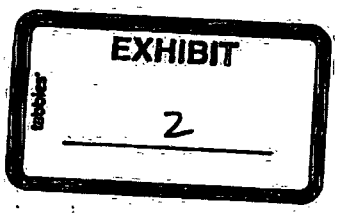
Dated as of: June 29, 1999

Property Location: 3001-3285 S. Academy Boulevard,
Colorado Springs, Colorado

DOCUMENT PREPARED BY:

Andrews & Kurth, LLP
601 South Figueroa Street, Suite 4200
Los Angeles, California 90017

Attention: Carolyn Y. Morgan, Esq.



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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is entered into as of June 28, 1999, between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), and TMP TRACE, LLC, a Delaware limited liability company ("Borrower").

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used herein, the following terms have the meanings indicated:

"Affiliate" means (a) any corporation in which Borrower or any partner, shareholder, director, officer, member, or manager of Borrower directly or indirectly owns or controls more than ten percent (10%) of the beneficial interest, (b) any partnership, joint venture or limited liability company in which Borrower or any partner, shareholder, director, officer, member, or manager of Borrower is a partner, joint venturer or member, (c) any trust in which Borrower or any partner, shareholder, director, officer, member or manager of Borrower is a trustee or beneficiary, (d) any entity of any type which is directly or indirectly owned or controlled by Borrower or any partner, shareholder, director, officer, member or manager of Borrower, (e) any partner, shareholder, director, officer, member, manager or employee of Borrower, (f) any Person related by birth, adoption or marriage to any partner, shareholder, director, officer, member, manager, or employee of Borrower, or (g) any Borrower Party.

"Agreement" means this Loan Agreement, as amended from time to time.

"Assignment of Leases and Rents" means the Assignment of Leases and Rents, executed by Borrower for the benefit of Lender, and pertaining to leases of space in the Project.

"Award" has the meaning assigned in Section 3.3.

"Bankruptcy Party" has the meaning assigned in Section 9.7.

"Borrower Party" means any Guarantor, any manager of Borrower, any managing member of Borrower, and any managing member in any limited liability company that is a managing member of Borrower, at any level.

"Business Day" means a day other than a Saturday, a Sunday, or a legal holiday on which national banks located in the State of New York are not open for general banking business.

"Casualty" has the meaning assigned in Section 3.2.

"Closing Date" means the date the Loan is funded by Lender.

"Commitment" means the commitment letter, dated April 1, 1999, issued by Lender and accepted by Borrower on April 13, 1999.

"Condemnation" has the meaning assigned in Section 3.3.

"Contract Rate" has the meaning assigned in Section 2.2.

"Debt" means, for any Person, without duplication: (a) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its

assets is liable, (b) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility, (c) all amounts required to be paid by such Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (d) all indebtedness guaranteed by such Person, directly or indirectly, (e) all obligations under leases that constitute capital leases for which such Person is liable, and (f) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

"Debt Service" means the aggregate interest, fixed principal, and other payments due under the Loan, and on any other outstanding permitted Debt relating to the Project approved by Lender for the period of time for which calculated.

"Default Rate" means the lesser of (a) the maximum rate of interest allowed by applicable law, and (b) five percent (5%) per annum in excess of the Contract Rate.

"Defeasance Option" has the meaning assigned in Section 2.3(c).

"Environmental Laws" has the meaning assigned in Section 4.1(a).

"ERISA" has the meaning assigned in Section 6.8.

"Event of Default" has the meaning assigned in Article 9.

"Funds" means the Required Repair Fund, the Replacement Escrow Fund and the Rollover Escrow Fund.

"Guarantor" means the Persons, if any, executing the Guaranty hereto.

"Hazardous Materials" has the meaning assigned in Section 4.1(b).

"Insurance Premiums" has the meaning assigned in Section 3.1(c).

"Lien" means any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Loan" means the loan made by Lender to Borrower under this Agreement and all other amounts secured by the Loan Documents.

"Loan Documents" means: (a) this Agreement, (b) the Note, (c) the Mortgage, (d) the Assignment of Leases and Rents, (e) Uniform Commercial Code financing statements, (f) such assignments of management agreements, contracts and other rights as may be required under the Commitment or otherwise requested by Lender, (g) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, and (h) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing; provided however, in no event shall the term "Loan Documents" include that certain Hazardous Materials Indemnity Agreement (the "Environmental Indemnity Agreement") dated the date hereof in favor of Lender.

"Loan Year" means (a) for the first Loan Year, the period between the date hereof and one calendar year from the last day of the month in which the Closing Date occurs (unless the Closing Date is on the first day of a month, in

which case the first Loan Year shall commence on such Closing Date and end one calendar year from the last day of the month immediately preceding the Closing Date) and (b) each consecutive twelve month calendar period after the first Loan Year until the Maturity Date.

"Maturity Date" means, as applicable, the earlier of (a) July 1, 2009, or (b) any earlier date on which the entire Loan is required to be paid in full, by acceleration or otherwise, under this Agreement or any of the other Loan Documents.

"Mortgage" means, as applicable, the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, or the Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Borrower in favor of Lender, covering the Project.

"Note" means the Promissory Note of even date, in the stated principal amount of $5,708,000.00, executed by Borrower, and payable to the order of Lender in evidence of the Loan.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Potential Default" means the occurrence of any event or condition which, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Project" means a portion of Mission Trace Shopping Center, and all related facilities, amenities, fixtures, and personal property owned by Borrower and any improvements now or hereafter located on the real property described in *Exhibit A*.

"Rating Agencies" means each of Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co. and Fitch IBCA, Inc., or any other nationally-recognized statistical rating agency which has been approved by Lender;

"Replacement Escrow Fund" has the meaning assigned in Section 2.4.

"Required Repair Fund" has the meaning assigned in Section 2.4.

"Rollover Escrow Fund" has the meaning assigned in Section 2.4.

"Secondary Market Transaction" has the meaning assigned in Section 8.11.

"Single Purpose Entity" shall mean a Person (other than an individual, a government or any agency or political subdivision thereof), which exists solely for the purpose of owning the Project, observes corporate, company or partnership formalities, as applicable, independent of any other entity, and which otherwise complies with the covenants set forth in Section 6.14 hereof.

"Site Assessment" means an environmental engineering report for the Project prepared at Borrower's expense by an engineer engaged by Borrower, or Lender on behalf of Borrower, and approved by Lender, and in a manner reasonably satisfactory to Lender, based upon an investigation relating to and making appropriate inquiries concerning the existence of Hazardous Materials on or about the Project, and the past or present discharge, disposal, release or escape of any such substances, all consistent with ASTM Standard E1527-93 or any successor thereto published by ASTM and good customary and commercial practice.

"State" means the State of Colorado.

"Tax and Insurance Escrow Fund" has the meaning assigned in Section 3.4.

"Taxes" has the meaning assigned in Section 8.2.

"Year 2000 Compliant" and "Year 2000 Compliance" means that (a) the performance and functionality of the operating systems for Borrower's computers, all software applications that run on Borrower's computers, all of Borrower's machinery and equipment (including, without limitation, any machinery or equipment with an embedded microprocessor) shall accurately process date data (including, without limitation, dates prior to, during, spanning or after January 1, 2000), and (b) Borrower's business operations and financial condition will not be materially interrupted, delayed, decreased or otherwise materially adversely affected by the advent of the Year 2000.

"Yield Maintenance Amount" has the meaning assigned in Schedule 1.

ARTICLE 2

LOAN TERMS

Section 2.1 The Loan. Upon satisfaction of all the terms and conditions set forth in the Commitment, Lender agrees to make a Loan of FIVE MILLION SEVEN HUNDRED EIGHT THOUSAND AND NO DOLLARS ($5,708,000.00) to the Borrower, which shall be funded in one advance and repaid in accordance with the terms of this Agreement and the Note. Borrower hereby agrees to accept the Loan on the Closing Date, subject to and upon the terms and conditions set forth herein.

Section 2.2 Interest Rate; Late Charge. The outstanding principal balance of the Loan shall bear interest at a rate of interest equal to Seven and Sixty-Seven One-Hundredths percent (7.67%) per annum (the "Contract Rate"). Interest at the Contract Rate shall be computed on the basis of a fraction, the denominator of which is three hundred sixty (360) days and the numerator of which is the actual number of days elapsed from the date of the initial disbursement under the Loan or the date of the preceding interest installment due date, as the case may be, to the date of the next interest installment due date or the Maturity Date. If Borrower fails to pay any installment of interest or principal within five (5) days of (and including) the date on which the same is due, Borrower shall pay to Lender a late charge on such past-due amount, as liquidated damages and not as a penalty, equal to five percent (5%) of such amount, but not in excess of the maximum amount of interest allowed by applicable law. While any Event of Default exists, the Loan shall bear interest at the Default Rate.

Section 2.3 Terms of Payment. The Loan shall be payable as follows:

(a) Interest and Principal. A payment of interest only on the date hereof for the period from the date hereof through the last day of the current month. Thereafter, a constant payment of $40,577.71, on the first day of August 1, 1999 and on the first day of each calendar month thereafter; each of such payments, to be applied (i) to the payment of interest computed at the Contract Rate and (ii) the balance applied toward reduction of the principal sum. The constant payment required hereunder is based on a 360-month amortization schedule.

(b) Maturity. On the Maturity Date, Borrower shall pay to Lender all outstanding principal, accrued and unpaid interest, default interest, late charges and any and all other amounts due under the Loan Documents.

(c) Prepayment. Except as set forth herein, the Loan is closed to prepayment in whole or in part, until the ninety (90) day period prior to the Maturity Date. Notwithstanding the foregoing, from the earlier to occur of (i) two (2) years after the sale of the Loan in a Secondary Market Transaction or (ii) the fourth (4th) anniversary of the Closing Date, provided no Event of Default exists, Borrower may obtain the release of the Project from the lien of the Mortgage in accordance with the terms and provisions of *Schedule I* attached hereto (the "Defeasance Option").

If the Loan is accelerated for any reason other than casualty or condemnation, and the Loan is otherwise closed to prepayment, Borrower shall pay, in addition to all other amounts outstanding under the Loan Documents, a prepayment premium equal to the sum of 1) the Yield Maintenance Amount, if any, that would be required under the Defeasance Option and 2) five percent (5%) of the outstanding balance of the Loan. If for any reason the Loan is prepaid on a day other than a scheduled monthly payment date, the Borrower shall pay, in addition to the principal, interest and premium, if any, required under this Section, an amount equal to the interest that would have accrued on the Loan from the date of prepayment to the next scheduled monthly payment date. In the event of a prepayment resulting from Lender's application of insurance or condemnation proceeds pursuant to Article 3 hereof, no prepayment penalty or premium shall be imposed.

Section 2.4 Security; Establishment of Funds. (a) The Loan shall be secured by the Mortgage creating a first lien on the Project, the Assignment of Leases and Rents and the other Loan Documents. Borrower agrees to establish the following reserves with Lender, to be held by Lender as further security for the Loan: (i) on the Closing Date, Borrower shall deposit with Lender the amount of $43,615.00 (the "Required Repair Fund") which shall be held by Lender for the completion of the required repairs set forth on *Schedule II* annexed hereto on or before six (6) months from the date hereof; (ii) Borrower shall deposit with Lender on the day of each calendar month a scheduled payment is due the amount of $2,619.00 which shall be held by Lender for replacements and repairs required to be made to the Project during the calendar year (the "Replacement Escrow Fund"); and (iii) on the Closing Date, Borrower shall deposit with Lender the amount of $93,237.00 which shall be held by Lender for tenant improvement and leasing commission obligations incurred following the date hereof (the "Rollover Escrow Fund"). If the balance of the funds in the Rollover Escrow Fund is reduced for any reason to an amount which is less than $93,237.00 in any one calendar year, then Borrower shall make an annual deposit on the first business day of the next successive calendar year so that the amount of the Funds on deposit with Lender again equals or exceeds $93,237.00.

(b) Pledge and Disbursement of Funds. Borrower hereby pledges to Lender, and grants a security interest in, any and all monies now or hereafter deposited in the Funds as additional security for the payment of the Loan. Lender may reasonably reassess its estimate of the amount necessary for the Funds from time to time and may adjust the monthly amounts required to be deposited into the Funds upon thirty (30) days notice to Borrower. Lender shall make disbursements from the Funds as requested by Borrower, and approved by Lender in its reasonable discretion, on a quarterly basis in increments of no less than $5,000.00 upon delivery by Borrower of Lender's standard form of draw request accompanied by copies of paid invoices for the amounts requested and, if required by Lender, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment. Lender may require an inspection of the Project at Borrower's expense prior to making a quarterly disbursement in order to verify completion of replacements and repairs for which reimbursement is sought. The Funds shall be held without interest in Lender's name and may be commingled with Lender's own funds at financial institutions selected by Lender in its reasonable discretion. Upon the occurrence of an Event of Default, Lender may apply any sums then present in the Funds to the payment of the Loan in any order in its reasonable discretion. Until expended or applied as above provided, the Funds shall constitute additional security for the Loan. Lender shall have no obligation to release any of the Funds while any Event of Default or Potential Default exists or any material adverse change has occurred in Borrower or any Guarantor, the Project, or any major or anchor tenant. All costs and expenses incurred by Lender in the disbursement of any of the Funds shall be paid by Borrower promptly upon demand or, at Lender's sole discretion, deducted from the Funds.

ARTICLE 3

INSURANCE, CONDEMNATION, AND IMPOUNDS

Section 3.1 Insurance. Borrower shall maintain insurance as follows:

(a) Casualty; Business Interruption. Borrower shall keep the Project insured against damage by fire and the other hazards covered by a standard extended coverage and all-risk insurance policy for the full insurable value thereof on a replacement cost claim recovery basis (without reduction for depreciation or co-insurance), and shall

maintain such other casualty insurance as reasonably required by Lender. Lender reserves the right to require from time to time the following additional insurance: boiler and machinery; flood; earthquake/sinkhole; worker's compensation and/or building law or ordinance. Borrower shall keep the Project insured against loss by flood if the Project is located currently or at any time in the future in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as such acts may from time to time be amended) in an amount at least equal to the lesser of (i) the maximum amount of the Loan or (ii) the maximum limit of coverage available under said acts. Any such flood insurance policy shall be issued in accordance with the requirements and current guidelines of the Federal Insurance Administration. Borrower shall maintain use and occupancy insurance covering, as applicable, rental income or business interruption, with coverage in an amount not less than twelve (12) months anticipated gross rental income or gross business earnings, as applicable in each case, attributable to the Project. Borrower shall not maintain any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise reasonably satisfactory to Lender in all respects. The proceeds of insurance paid on account of any damage or destruction to the Project shall be paid to Lender to be applied as provided in Section 3.2.

(b) Liability. Borrower shall maintain (i) commercial general liability insurance with respect to the Project providing for limits of liability of not less than $5,000,000 for both injury to or death of a person and for property damage per occurrence, and (ii) other liability insurance as reasonably required by Lender.

(c) Form and Quality. All insurance policies shall be endorsed in form and substance acceptable to Lender to name Lender as an additional insured, loss payee or mortgagee thereunder, as its interest may appear, with loss payable to Lender, without contribution, under a standard New York (or local equivalent) mortgagee clause. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State, with a general company and financial size rating of "A-IX" or better as established by Best's Rating Guide and "AA" or better by Standard & Poor's Ratings Group. Each policy shall provide that such policy may not be canceled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to Lender and that no act or thing done by Borrower shall invalidate any policy as against Lender. Blanket policies shall be permitted only if Lender receives appropriate endorsements and/or duplicate policies containing Lender's right to continue coverage on a pro rata pass-through basis and that coverage will not be affected by any loss on other properties covered by the policies. Borrower authorizes Lender to pay the premiums for such policies (the "Insurance Premiums") from the Tax and Insurance Escrow Fund as the same become due and payable annually in advance. If Borrower fails to deposit funds into the Tax and Insurance Escrow Fund sufficient to permit Lender to pay the premiums when due, Lender may obtain such insurance and pay the premium therefor and Borrower shall, on demand, reimburse Lender for all expenses incurred in connection therewith. Borrower shall assign the policies or proofs of insurance to Lender, in such manner and form that Lender and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. Borrower shall deliver copies of all original policies certified to Lender by the insurance company or authorized agent as being true copies, together with the endorsements required hereunder. The proceeds of insurance policies coming into the possession of Lender shall not be deemed trust funds, and Lender shall be entitled to apply such proceeds as herein provided.

(d) Adjustments. Borrower shall give immediate written notice of any loss to the insurance carrier and to Lender. Borrower hereby irrevocably authorizes and empowers Lender, as attorney-in-fact for Borrower coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's reasonable expenses incurred in the collection of such proceeds. Nothing contained in this Section 3.1(d), however, shall require Lender to incur any expense or take any action hereunder.

Section 3.2 Use and Application of Insurance Proceeds.

(a) If the Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (a "Casualty"), Borrower shall give prompt notice thereof to Lender. Following the occurrence of a Casualty, Borrower, regardless of whether insurance proceeds are available, shall promptly proceed to restore, repair, replace or rebuild the same to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with applicable law.

(b) Lender shall apply insurance proceeds to costs of restoring the Project or to the payment of the Loan as follows:

(i) if the loss is less than or equal to $100,000, Lender shall apply the insurance proceeds to restoration provided (A) no Event of Default or Potential Default exists, and (B) Borrower promptly commences and is diligently pursuing restoration of the Project;

(ii) if the loss exceeds $100,000 but is not more than twenty-five percent (25%) of the replacement value of the improvements, Lender shall apply the insurance proceeds to restoration provided that (A) at all times during such restoration no Event of Default or Potential Default exists; (B) Lender determines throughout the restoration that there are sufficient funds available to restore and repair the Project to a condition approved by Lender; (C) Lender determines that the net operating income of the Project during restoration, taking into account rent loss or business interruption insurance, will be sufficient to pay Debt Service; (D) Lender determines (based on leases which will remain in effect after restoration is complete if the Project is not a multi-family project) that after restoration the ratio of net operating income to Debt Service will equal at least the ratio that existed on the Closing Date; (E) Lender determines that the ratio of the outstanding principal balance of the Loan to appraised value of the project after restoration will not exceed the loan-to-value ratio that existed on the Closing Date; (F) Lender determines that restoration and repair of the Project to a condition approved by Lender will be completed within six (6) months after the date of loss or casualty and in any event ninety (90) days prior to the Maturity Date; (G) Borrower promptly commences and is diligently pursuing restoration of the Project; and (H) the Project after the restoration will be in compliance with and permitted under all applicable zoning, building and land use laws, rules, regulations and ordinances; and

(iii) if the conditions set forth in (i) and (ii) above are not satisfied in Lender's reasonable discretion, Lender may apply any insurance proceeds it may receive to the payment of the Loan or allow all or a portion of such proceeds to be used for the restoration of the Project.

(c) Insurance proceeds applied to restoration will be disbursed on receipt of reasonably satisfactory plans and specifications, contracts and subcontracts, schedules, budgets, lien waivers and architects' certificates, and otherwise in accordance with prudent commercial construction lending practices for construction loan advances (including appropriate retainages to ensure that all work is completed in a workmanlike manner).

Section 3.3 Condemnation Awards. Borrower shall promptly give Lender written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding (a "Condemnation") and shall deliver to Lender copies of any and all papers served in connection with such Condemnation. Following the occurrence of a Condemnation, Borrower, regardless of whether any award or compensation (an "Award") is available, shall promptly proceed to restore, repair, replace or rebuild the same to the extent practicable to be of at least equal value and of substantially the same character as prior to such Condemnation, all to be effected in accordance with applicable law. Lender may participate in any such proceeding and Borrower will deliver to Lender all instruments necessary or required by Lender to permit such participation. Without Lender's prior consent, Borrower (a) shall not agree to any Award, and (b) shall not take any action or fail to take any action which would cause the Award to be determined. All Awards for the taking or purchase in lieu of condemnation of the Project or any part thereof are hereby assigned to and shall be paid to Lender. Borrower authorizes Lender to collect and receive such Awards, to give proper receipts and acquittances

therefor, and in Lender's sole discretion to apply the same toward the payment of the Loan, notwithstanding that the Loan may not then be due and payable, or to the restoration of the Project; provided, however, if the Award is less than or equal to $100,000 and Borrower requests that such proceeds be used for non-structural site improvements (such as landscape, driveway, walkway and parking area repairs) required to be made as a result of such condemnation, Lender will apply the Award to such restoration in accordance with disbursement procedures applicable to insurance proceeds provided there exists no Potential Default or Event of Default. Borrower, upon request by Lender, shall execute all instruments requested to confirm the assignment of the Awards to Lender, free and clear of all liens, charges or encumbrances.

Section 3.4 Impounds. Borrower shall deposit with Lender, monthly, (a) one-twelfth (1/12th) of the Taxes that Lender estimates will be payable during the next ensuing twelve (12) months in order to accumulate with Lender sufficient funds to pay all such Taxes at least thirty (30) days prior to their respective due dates, and (b) one-twelfth of the Insurance Premiums that Lender estimates will be payable for the renewal of the coverage afforded by the insurance policies required by Lender upon the expiration thereof in order to accumulate with Lender sufficient funds to pay all such Insurance Premiums at least thirty (30) days prior to expiration (said amounts in (a) and (b) above hereinafter called the "Tax and Insurance Escrow Fund"). At or before the advance of the Loan, Borrower shall deposit with Lender a sum of money which together with the monthly installments will be sufficient to make each of such payments thirty (30) days prior to the date any delinquency or penalty becomes due with respect to such payments. Deposits shall be made on the basis of Lender's estimate from time to time of the charges for the current year (after giving effect to any reassessment or, at Lender's election, on the basis of the charges for the prior year, with adjustments when the charges are fixed for the then current year). All funds so deposited shall be held by Lender, without interest, and may be commingled with Lender's general funds. Borrower hereby grants to Lender a security interest in all funds so deposited with Lender for the purpose of securing the Loan. While an Event of Default exists, the funds deposited may be applied in payment of the charges for which such funds have been deposited, or to the payment of the Loan or any other charges affecting the security of Lender, as Lender may elect, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by Lender. Borrower shall furnish Lender with bills for the charges for which such deposits are required at least thirty (30) days prior to the date on which the charges first become payable. If at any time the amount on deposit with Lender, together with amounts to be deposited by Borrower before such charges are payable, is insufficient to pay such charges, Borrower shall deposit any deficiency with Lender immediately upon demand. Lender shall pay such charges when the amount on deposit with Lender is sufficient to pay such charges and Lender has received a bill for such charges.

ARTICLE 4

ENVIRONMENTAL MATTERS

Section 4.1 Certain Definitions. As used herein, the following terms have the meanings indicated:

(a) "Environmental Laws" means any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, without limitation, such laws governing or regulating (i) the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, (ii) the transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of such property, or (iii) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in property.

(b) "Hazardous Materials" means (i) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (ii) asbestos or asbestos-containing materials, (iii) polychlorinated biphenyls (pcbs), (iv) radon gas, (v) underground storage tanks, (vi) any explosive or radioactive substances, (vii) lead or lead-based paint, or (viii) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined

by any governmental authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws.

Section 4.2 Representations and Warranties on Environmental Matters. To Borrower's knowledge, except as set forth in the Site Assessment, (a) no Hazardous Material is now or was formerly used, stored, generated, manufactured, installed, treated, discharged, disposed of or otherwise present at or about the Project or any property adjacent to the Project (except for cleaning and other products currently used in connection with the routine maintenance or repair of the Project in full compliance with Environmental Laws) and no Hazardous Material was removed or transported from the Project, (b) all permits, licenses, approvals and filings required by Environmental Laws have been obtained, and the use, operation and condition of the Project does not, and did not previously, violate any Environmental Laws, (c) no civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding has been brought or been threatened, nor have any settlements been reached by or with any parties or any liens imposed in connection with the Project concerning Hazardous Materials or Environmental Laws; and (d) no underground storage tanks exist on any part of the Project.

Section 4.3 Covenants on Environmental Matters.

(a) Borrower shall (i) comply strictly and in all respects with applicable Environmental Laws; (ii) notify Lender immediately upon Borrower's discovery of any spill, discharge, release or presence of any Hazardous Material at, upon, under, within, contiguous to or otherwise affecting the Project; (iii) promptly remove such Hazardous Materials and remediate the Project in full compliance with Environmental Laws or as reasonably required by Lender based upon the recommendations and specifications of an independent environmental consultant approved by Lender; and (iv) promptly forward to Lender copies of all orders, notices, permits, applications or other communications and reports in connection with any spill, discharge, release or the presence of any Hazardous Material or any other matters relating to the Environmental Laws or any similar laws or regulations, as they may affect the Project or Borrower.

(b) Borrower shall not cause, shall prohibit any other Person within the control of Borrower from causing, and shall use prudent, commercially reasonable efforts to prohibit other Persons (including tenants) from (i) causing any spill, discharge or release, or the use, storage, generation, manufacture, installation, or disposal, of any Hazardous Materials at, upon, under, within or about the Project or the transportation of any Hazardous Materials to or from the Project (except for cleaning and other products used in connection with routine maintenance or repair of the Project in full compliance with Environmental Laws), (ii) installing any underground storage tanks at the Project, or (iii) conducting any activity that requires a permit or other authorization under Environmental Laws.

(c) Borrower shall provide to Lender, at Borrower's expense promptly upon the written request of Lender from time to time, a Site Assessment or, if required by Lender, an update to any existing Site Assessment, to assess the presence or absence of any Hazardous Materials and the potential costs in connection with abatement, cleanup or removal of any Hazardous Materials found on, under, at or within the Project. Borrower shall pay the cost of no more than one such Site Assessment or update in any twelve (12)-month period, unless Lender's request for a Site Assessment is based on information provided under Section 4.3(a), a reasonable suspicion of Hazardous Materials at or near the Project, a breach of representations under Section 4.2, or an Event of Default, in which case any such Site Assessment or update shall be at Borrower's expense.

Section 4.4 Allocation of Risks and Indemnity. As between Borrower and Lender, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Material at, upon, within, contiguous to or otherwise affecting the Project, shall lie solely with Borrower. Accordingly, Borrower shall bear all risks and costs associated with any loss (including any loss in value attributable to Hazardous Materials), damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by Lender or by law. Borrower shall indemnify, defend and hold Lender and its shareholders, directors, officers, employees and agents harmless from and against all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defense and consultant fees, investigation and laboratory fees, court costs, and other litigation expenses) arising out of or associated, in any way, with (a) the non-compliance with Environmental Laws, or (b) the existence of Hazardous Materials in, on, or about the Project, (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials; (d) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, (e) a breach of any representation, warranty or covenant contained in this Article 4, whether

based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, or (f) the imposition of any environmental lien encumbering the Project; provided, however, Borrower shall not be liable under such indemnification to the extent such loss, liability, damage, claim, cost or expense results solely from Lender's gross negligence or willful misconduct. Borrower's obligations under this Section 4.4 shall arise whether or not any governmental authority has taken or threatened any action in connection with the presence of any Hazardous Material, and whether or not the existence of any such Hazardous Material or potential liability on account thereof is disclosed in the Site Assessment and shall continue notwithstanding the repayment of the Loan or any transfer or sale of any right, title and interest in the Project (by foreclosure, deed in lieu of foreclosure or otherwise). Additionally, if any Hazardous Materials affect or threaten to affect the Project, Lender may (but shall not be obligated to) give such notices and take such actions as it deems necessary or advisable at the expense of the Borrower in order to abate the discharge of any Hazardous Materials or remove the Hazardous Materials. Any amounts payable to Lender by reason of the application of this Section 4.4 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. The obligations and liabilities of Borrower under this Section 4.4 shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure.

Section 4.5 No Waiver. Notwithstanding any provision in this Article 4 or elsewhere in the Loan Documents, or any rights or remedies granted by the Environmental Indemnity Agreement or the Loan Documents, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to Lender under the "security interest" or "secured creditor" exception under applicable Environmental Laws, as the same may be amended. No action taken by Lender pursuant to the Environmental Indemnity Agreement or the Loan Documents shall be deemed or construed to be a waiver or relinquishment of any such rights or benefits under the "security interest exception."

ARTICLE 5

LEASING MATTERS

Section 5.1 Representations and Warranties on Leases. Borrower represents and warrants to Lender with respect to leases of the Project that: (a) the rent roll delivered to Lender is true and correct, and the leases are valid and in and full force and effect; (b) the leases (including amendments) are in writing, and there are no oral agreements with respect thereto; (c) the copies of the leases delivered to Lender are true and complete; (d) neither the landlord nor any tenant is in default under any of the leases; (e) Borrower has no knowledge of any notice of termination or default with respect to any lease; (f) Borrower has not assigned or pledged any of the leases, the rents or any interests therein except to Lender; (g) no tenant or other party has an option to purchase all or any portion of the Project; (h) no tenant has the right to terminate its lease prior to expiration of the stated term of such lease (i) no tenant has prepaid more than one month's rent in advance (except for bona fide security deposits not in excess of an amount equal to two month's rent); and (j) all existing leases are subordinate to the Mortgage either pursuant to their terms or a recorded subordination agreement.

Section 5.2 Standard Lease Form; Approval Rights. All leases and other rental arrangements shall in all respects be approved by Lender and shall be on a standard lease form approved by Lender with no modifications (except as approved by Lender, which approval will not be unreasonably withheld or delayed). Such lease form shall provide that (a) the lease is subordinate to the Mortgage, (b) the tenant shall attorn to Lender, and (c) that any cancellation, surrender, or amendment of such lease without the prior written consent of Lender shall be voidable by Lender. Borrower shall hold, in trust, all tenant security deposits in a segregated account, and, to the extent required by applicable law, shall not commingle any such funds with any other funds of Borrower. Within ten (10) days after Lender's request, Borrower shall furnish to Lender a statement of all tenant security deposits, and copies of all leases not previously delivered to Lender, certified by Borrower as being true and correct. Notwithstanding anything contained in the Loan Documents, Lender's approval shall not be required for future leases or lease extensions if the following conditions are satisfied: (i) there exists no Potential Default or Event of Default; (ii) the lease is on the standard lease form approved by Lender with no modifications; (iii) the lease does not conflict with any restrictive covenant affecting the Project or any other lease for space in the Project; and (iv) the lease is in accordance with leasing parameters approved by Lender regarding rent, term, size, and credit rating of tenants and the lease is less than 3,500 square feet. Lender may evaluate potential leases with respect

to, among other factors, overall tenant mix, compatability of intended use with the Project's market niche, cost of tenant improvements, and/or contingency, go dark and lease termination rights. Leases that require the approval of Lender shall be submitted to Lender at least thirty (30) days prior to the proposed execution date. All costs and expenses incurred by Lender in its review and approval of any lease shall be paid by Borrower promptly upon request.

Section 5.3 Covenants. Borrower (a) shall perform the obligations which Borrower is required to perform under the leases; (b) shall enforce the obligations to be performed by the tenants; (c) shall promptly furnish to Lender any notice of default or termination received by Borrower from any tenant, and any notice of default or termination given by Borrower to any tenant; (d) shall not collect any rents for more than thirty (30) days in advance of the time when the same shall become due, except for bona fide security deposits not in excess of an amount equal to two month's rent; (e) shall not enter into any ground lease or master lease of any part of the Project; (f) shall not further assign or encumber any lease; (g) shall not, except with Lender's prior written consent, cancel or accept surrender or termination of any lease; (h) shall not, except with Lender's prior written consent, modify or amend any lease (except for minor modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not affecting the economic terms of the lease); and (i) with respect to retail property, shall deposit with Lender any lease termination or cancellation fees which shall be held in the Rollover Escrow Fund and (j) shall not lease or permit the use of any space in the Project as an on-site dry cleaning plant operation. Any action in violation of clauses (e), (f), (g), and (h) of this Section 5.3 shall be void at the election of Lender.

Section 5.4 Tenant Estoppels. At Lender's request, Borrower shall obtain and furnish to Lender, written estoppels in form and substance reasonably satisfactory to Lender, executed by tenants under leases in the Project and confirming the term, rent, and other provisions and matters relating to the leases.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Borrower represents, warrants and covenants to Lender that:

Section 6.1 Organization, Power and Authority. Borrower and each Borrower Party (a) is duly organized, validly existing and in good standing under the laws of the state of its formation or existence, (b) is in compliance with all legal requirements applicable to doing business in the State of Colorado, and (c) has the necessary governmental approvals to own and operate the Project and conduct the business now conducted or to be conducted thereon. Borrower has the full power, authority and right to execute, deliver and perform its obligations pursuant to this Loan Agreement and the other Loan Documents, and to mortgage the Project pursuant to the terms of the Mortgage and to keep and observe all of the terms of this Loan Agreement and the other Loan Documents on Borrower's part to be performed. Borrower is not a "foreign person" within the meaning of § 1445(f)(3) of the Internal Revenue Code.

Section 6.2 Validity of Loan Documents. The execution, delivery and performance by Borrower and each Borrower Party of the Loan Documents: (a) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained; and (b) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of any such party, except as contemplated by the Loan Documents. The Loan Documents constitute the legal, valid and binding obligations of Borrower and each Borrower Party, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

Section 6.3 Liabilities; Litigation.

(a) The financial statements delivered by Borrower and each Borrower Party are true and correct with no significant change since the date of preparation. Except as disclosed in such financial statements, there are no liabilities (fixed or contingent) affecting the Project, Borrower or any Borrower Party. Except as disclosed in such financial

statements, there is no litigation, administrative proceeding, investigation or other legal action (including any proceeding under any state or federal bankruptcy or insolvency law) pending or, to the knowledge of Borrower, threatened, against the Project, Borrower or any Borrower Party which if adversely determined could have a material adverse effect on such party, the Project or the Loan.

(b) Neither Borrower nor any Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

Section 6.4 Taxes and Assessments. The Project is comprised of one or more parcels, each of which constitutes a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's best knowledge, proposed, special or other assessments for public improvements or otherwise affecting the Project, nor are there any contemplated improvements to the Project that may result in such special or other assessments.

Section 6.5 Other Agreements; Defaults. Neither Borrower nor any Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Project or the business, operations, or condition (financial or otherwise) of Borrower or any Borrower Party. Neither Borrower nor any Borrower Party is in violation of any agreement which violation would have an adverse effect on the Project, Borrower, or any Borrower Party or Borrower's or any Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

Section 6.6 Compliance with Law.

(a) Borrower and each Borrower Party have all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate the Project and carry on its business, and the Project is in compliance with all applicable legal requirements and is free of structural defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear. The Project does not constitute, in whole or in part, a legally non-conforming use under applicable legal requirements;

(b) No condemnation has been commenced or, to Borrower's knowledge, is contemplated with respect to all or any portion of the Project or for the relocation of roadways providing access to the Project; and

(c) The Project has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities. All public utilities necessary or convenient to the full use and enjoyment of the Project are located in the public right-of-way abutting the Project, and all such utilities are connected so as to serve the Project without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Project. All roads necessary for the full utilization of the Project for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

Section 6.7 Location of Borrower. Borrower's principal place of business and chief executive offices are located at the address stated in Section 11.1.

Section 6.8 ERISA.

(a) As of the date hereof and throughout the term of the Loan, (i) Borrower is not and will not be an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, and (ii) the assets of Borrower do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA; and

(b) As of the date hereof and throughout the term of the Loan (i) Borrower is not and will not be a "governmental plan" within the meaning of Section 3(3) of ERISA and (ii) transactions by or with Borrower are not and

will not be subject to state statutes applicable to Borrower regulating investments of and fiduciary obligations with respect to governmental plans.

Section 6.9 Forfeiture. There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Project any act or omission affording the federal government or any state or local government the right of forfeiture as against the Project or any part thereof or any monies paid in performance of Borrower's obligations under any of the Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture.

Section 6.10 Tax Filings. Borrower and each Borrower Party have filed (or have obtained effective extensions for filing) all federal, state and local tax returns required to be filed and have paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower and each Borrower Party, respectively. Borrower and each Borrower Party believe that their respective tax returns properly reflect the income and taxes of Borrower and each Borrower Party, respectively, for the periods covered thereby, subject only to reasonable adjustments required by the Internal Revenue Service or other applicable tax authority upon audit.

Section 6.11 Solvency. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its Debts as such Debts become absolute and matured, Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Debts as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Except as expressly disclosed to Lender in writing, no petition in bankruptcy has been filed against Borrower or any Borrower Party in the last seven (7) years, and neither Borrower or any Borrower Party in the last seven (7) years has ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for the benefit of debtors.

Section 6.12 Full and Accurate Disclosure. No statement of fact made by or on behalf of Borrower or any Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which adversely affects, nor as far as Borrower can foresee, might adversely affect, the Project or the business, operations or condition (financial or otherwise) of Borrower or any Borrower Party.

Section 6.13 Flood Zone. No portion of the improvements comprising the Project is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1994, as amended, or any successor law, or, if located within any such area, Borrower has obtained and will maintain the insurance prescribed in Section 3.1 hereof.

Section 6.14 Single Purpose Entity/Separateness. Borrower represents, warrants and covenants as follows:

(a) Borrower does not own and will not own any asset or property other than (i) the Project, and (ii) incidental personal property necessary for the ownership or operation of the Project.

(b) Borrower will not engage in any business other than the ownership, management and operation of the Project and Borrower will conduct and operate its business as presently conducted and operated.

(c) Borrower will not enter into any contract or agreement with any Affiliate of the Borrower, any constituent party of Borrower, or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.

(d) Borrower has not incurred and will not incur any Debt other than (i) the Loan, (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances, provided such debt is not evidenced by a note and is paid when due, and (iii) Debt incurred in the financing of equipment and other personal property used on the Project. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Project.

(e) Borrower has not made and will not make any loans or advances to any third party (including any affiliate or constituent party or any affiliate of any constituent party), and shall not acquire obligations or securities of its affiliates or any constituent party.

(f) Borrower is and will remain solvent and Borrower will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own funds and assets as the same shall become due.

(g) Borrower has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Borrower will not, nor will Borrower permit any constituent party to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of Borrower or such constituent party without the prior written consent of Lender.

(h) Borrower will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party and Borrower will file its own tax returns. Borrower shall maintain its books, records, resolutions and agreements as official records.

(i) Borrower will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Borrower, any constituent party of Borrower, or any Affiliate of any constituent party), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize a separate telephone number, if any, and separate stationery, invoices and checks.

(j) Borrower will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(k) Neither Borrower nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Borrower.

(l) Borrower will not commingle the funds and other assets of Borrower with those of any Affiliate or constituent party, or any Affiliate of any constituent party, or any other person.

(m) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party, or any Affiliate of any constituent party, or any other person.

(n) Borrower does not and will not hold itself out to be responsible for the debts or obligations of any other person.

Section 6.15 Year 2000 Compliance. Borrower has made (or will make on a timely basis) written inquiry of each of its key suppliers, vendors, and customers as to whether such persons will, on a timely basis, be Year 2000

Compliant in all material respects and on the basis of such inquiry believes that all such persons will be Year 2000 Compliant. For purposes hereon, "key suppliers, vendors and customers" refers to those suppliers, vendors, and customers of Borrower whose business failure would, with reasonable probability, result in a material adverse change in the business, properties, or condition (financial or otherwise) of Borrower. Borrower reasonably anticipates that it will be Year 2000 Compliant on a timely basis. Borrower shall permit Lender and its agents, representatives and employees, upon reasonable prior notice to Borrower, to enter the Project and conduct inspections relating to Year 2000 Compliance as Lender may require, from time to time, while the Loan remains outstanding; however, to the extent Lender engages third party consultants to conduct any testing of the building systems, Lender shall require such consultants to conduct the tests at a time designed to minimize disruption of the building's operations during normal business hours.

Section 6.16 Property Specific Representations. The management agreement for the Project is in full force and effect and there is no default or violation by any party thereunder.

ARTICLE 7

FINANCIAL REPORTING

Section 7.1 Financial Statements.

(a) Monthly Reports. During the first twelve (12) months of the term of the Loan, Borrower shall furnish to Lender within fifteen (15) days after the end of each calendar month, a detailed operating statement (showing monthly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the calendar month just ended.

(b) Quarterly Reports. Within forty-five (45) days after the end of each calendar quarter, Borrower shall furnish to Lender a detailed operating statement (showing quarterly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the calendar quarter just ended.

(c) Annual Reports. Within ninety (90) days after the end of each fiscal year of Borrower's operation of the Project, Borrower shall furnish to Lender a current (as of the end of such fiscal year) balance sheet, a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of Borrower and the Project, and, if required by Lender, prepared on a review basis and certified by an independent public accountant reasonably satisfactory to Lender. Borrower's annual financial statements shall include 1) a list of the tenants, if any, occupying more than twenty percent (20%) of the total floor area of the Project, 2) a breakdown showing the year in which each lease then in effect expires, and 3) a breakdown of the percentage of total floor area of the Project and the percentage of base rent with respect to which leases shall expire in each year, each such percentage to be expressed on both a per year and a cumulative basis.

(d) Certification; Supporting Documentation. Each such financial statement shall be in scope and detail reasonably satisfactory to Lender and certified by the chief financial representative of Borrower.

Section 7.2 Accounting Principles. All financial statements shall be prepared in accordance with generally accepted accounting principles in the United States of America in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for Lender).

Section 7.3 Other Information; Access. Borrower shall deliver to Lender such additional information regarding Borrower, its subsidiaries, its business, any Borrower Party, and the Project within 30 days after Lender's request therefor. Borrower shall permit Lender to examine such records, books and papers of Borrower which reflect upon its financial condition and the income and expenses of the Project.

Section 7.4 Annual Budget. At least thirty (30) days prior to the commencement of each fiscal year, Borrower will provide to Lender its proposed annual operating and capital improvements budget for such fiscal year for review and approval by Lender.

ARTICLE 8

COVENANTS

Borrower covenants and agrees with Lender as follows:

Section 8.1 Due On Sale and Encumbrance; Transfers of Interests. Without the prior written consent of Lender, neither Borrower nor any other Person having an ownership or beneficial interest in Borrower shall sell, transfer, convey, mortgage, pledge, or assign any interest in the Project or any part thereof or further encumber, alienate, grant a Lien or grant any other interest in the Project or any part thereof, whether voluntarily or involuntarily, in violation of the covenants and conditions set forth in the Mortgage.

Section 8.2 Taxes; Utility Charges. Except to the extent sums sufficient to pay all Taxes (defined herein) have been previously deposited with Lender as part of the Tax and Insurance Escrow Fund and subject to Borrower's right to contest in accordance with Section 11.8 hereof, Borrower shall pay before any fine, penalty, interest or cost may be added thereto, and shall not enter into any agreement to defer, any real estate taxes and assessments, franchise taxes and charges, and other governmental charges (the "Taxes") that may become a Lien upon the Project or become payable during the term of the Loan. Borrower's compliance with Section 3.4 of this Agreement relating to impounds for Taxes shall, with respect to payment of such Taxes, be deemed compliance with this Section 8.2. Borrower shall not suffer or permit the joint assessment of the Project with any other real property constituting a separate tax lot or with any other real or personal property. Borrower shall promptly pay for all utility services provided to the Project.

Section 8.3 Control; Management. There shall be no change in the day-to-day control and management of Borrower or Borrower's general partner or managing member without the prior written consent of Lender. Borrower shall not terminate, replace or appoint any manager or terminate or amend the management agreement for the Project without Lender's prior written approval, which approval shall not be unreasonably withheld. Any change in ownership or control of the manager shall be cause for Lender to re-approve such manager and management agreement. Each manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under the management agreement. The management fee payable under the management agreement shall not exceed five percent (5%) of rental collections.

Section 8.4 Operation; Maintenance; Inspection. Borrower shall observe and comply with all legal requirements applicable to the ownership, use and operation of the Project. Borrower shall maintain the Project in good condition and promptly repair any damage or casualty. Borrower shall permit Lender and its agents, representatives and employees, upon reasonable prior notice to Borrower, to inspect the Project and conduct such environmental and engineering studies as Lender may require, provided such inspections and studies do not materially interfere with the use and operation of the Project.

Section 8.5 Taxes on Security. Borrower shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to the Note or the Liens created or secured by the Loan Documents, other than income, franchise and doing business taxes imposed on Lender. If there shall be enacted any law (a) deducting the Loan from the value of the Project for the purpose of taxation, (b) affecting any Lien on the Project, or (c) changing existing laws of taxation of mortgages, deeds of trust, security deeds, or debts secured by real property, or changing the manner of collecting any such taxes, Borrower shall promptly pay to Lender, on demand, all taxes, costs and charges for which Lender is or may be liable as a result thereof; however, if such payment would be prohibited by law or would render the Loan usurious, then instead of collecting such payment, Lender may declare all amounts owing under the Loan Documents to be immediately due and payable.

Section 8.6 Legal Existence; Name, Etc. Borrower shall preserve and keep in full force and effect its entity status, franchises, rights and privileges under the laws of the state of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Project. Neither Borrower nor any general partner or managing member of Borrower shall wind up, liquidate, dissolve, reorganize, merge, or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, or acquire all or substantially all of the assets of the business of any Person, or permit any subsidiary or Affiliate of Borrower to do so. Borrower shall not change its name, identity, or organizational structure, or the location of its chief executive office or principal place of business unless Borrower (a) shall have obtained the prior written consent of Lender to such change, and (b) shall have taken all actions necessary or requested by Lender to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Loan Documents.

Section 8.7 Further Assurances. Borrower shall promptly (a) cure any defects in the execution and delivery of the Loan Documents and the Environmental Indemnity Agreement, and (b) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Lender may reasonably request to further evidence and more fully describe the collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any liens created under any of the Loan Documents and the Environmental Indemnity Agreement, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith. Borrower grants Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender under the Loan Documents and the Environmental Indemnity Agreement, at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 8.7.

Section 8.8 Estoppel Certificates. Borrower, within ten (10) days after request, shall furnish to Lender a written statement, duly acknowledged, setting forth the amount due on the Loan, the terms of payment of the Loan, the date to which interest has been paid, whether any offsets or defenses exist against the Loan and, if any are alleged to exist, the nature thereof in detail, and such other matters as Lender reasonably may request.

Section 8.9 Notice of Certain Events. Borrower shall promptly notify Lender of (a) any Potential Default or Event of Default, together with a detailed statement of the steps being taken to cure such Potential Default or Event of Default; (b) any notice of default received by Borrower under other obligations relating to the Project or otherwise material to Borrower's business; and (c) any threatened or pending legal, judicial or regulatory proceedings, including any dispute between Borrower and any governmental authority, affecting Borrower or the Project.

Section 8.10 Indemnification. Borrower shall protect, defend, indemnify and save harmless Lender its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Lender by reason of (a) ownership of the Mortgage, the Project or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof; and (e) the failure of any Person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Agreement, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Agreement is made. Any amounts payable to Lender by reason of the application of this section shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid.

Section 8.11 Cooperation. Borrower acknowledges that Lender and its successors and assigns may (a) sell this Agreement, the Mortgage, the Note, the other Loan Documents, and the Environmental Indemnity Agreement, and any and all servicing rights thereto to one or more investors as a whole loan, (b) participate the Loan to one or more investors,

(c) deposit this Agreement, the Note, other Loan Documents, and the Environmental Indemnity Agreement with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets, or (d) otherwise sell the Loan or interest therein to investors (the transactions referred to in clauses (a) through (d) are hereinafter each referred to as "Secondary Market Transaction"). Borrower shall cooperate with Lender in effecting any such Secondary Market Transaction and shall cooperate to implement all requirements imposed by any Rating Agency involved in any Secondary Market Transaction. Borrower shall provide such information, legal opinions and documents relating to the Borrower, the Project and any tenants of the Project as Lender may reasonably request in connection with such Secondary Market Transaction at no third-party professional expense unless otherwise required by the Loan Documents. In addition, Borrower shall make available to Lender all information concerning its business and operations that Lender may reasonably request. Lender shall be permitted to share all such information with the investment banking firms, Rating Agencies, accounting firms, law firms and other third-party advisory firms involved with the Loan and the Loan Documents or the applicable Secondary Market Transaction. It is understood that the information provided by Borrower to Lender may ultimately be incorporated into the offering documents for the Secondary Market Transaction and thus various investors may also see some or all of the information. Lender and all of the aforesaid third-party advisors and professional firms shall be entitled to rely on the information supplied by, or on behalf of, Borrower and Borrower indemnifies Lender as to any losses, claims, damages or liabilities that arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in such information or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such information or necessary in order to make the statements in such information, or in light of the circumstances under which they were made, not misleading.

Section 8.12 Payment For Labor and Materials. Subject to Borrower's right to contest in accordance with Section 11.8 hereof, Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Project and never permit to exist beyond the due date thereof in respect of the Project or any part thereof any Lien, even though inferior to the Liens hereof, and in any event never permit to be created or exist in respect of the Project or any part thereof any other or additional Lien other than the Liens hereof, except for the Permitted Encumbrances (defined in the Mortgage).

Section 8.13 Year 2000 Compliance. Borrower shall cause the Project and Borrower's operations to be Year 2000 Compliant prior to September 1, 1999 and at all times thereafter while the Loan remains outstanding.

ARTICLE 9

EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under the Loan:

Section 9.1 Payments. Borrower's failure to pay any regularly scheduled installment of principal, interest or other amount due under the Loan Documents within five (5) days of (and including) the date when due, or Borrower's failure to pay the Loan at the Maturity Date, whether by acceleration or otherwise.

Section 9.2 Insurance. Borrower's failure to maintain insurance as required under Section 3.1 of this Agreement.

Section 9.3 Sale, Encumbrance, Etc. The sale, transfer, conveyance, pledge, mortgage or assignment of any part or all of the Project, or any interest therein, or of any interest in Borrower, in violation of the Mortgage.

Section 9.4 Covenants. Borrower's failure to perform or observe any of the agreements and covenants contained in this Agreement or in any of the other Loan Documents (other than payments under Section 9.1, insurance requirements under Section 9.2, transfers and encumbrances under Section 9.3, and the Events of Default described in Sections 9.7 and 9.8 below), and the continuance of such failure for ten (10) days after notice by Lender to Borrower; however, subject to any shorter period for curing any failure by Borrower as specified in any of the other Loan Documents, Borrower shall have an additional sixty (60) days to cure such failure if (a) such failure does not involve the failure to make

payments on a monetary obligation; (b) such failure cannot reasonably be cured within ten (10) days; (c) Borrower is diligently undertaking to cure such default, and (d) Borrower has provided Lender with security reasonably satisfactory to Lender against any interruption of payment or impairment of collateral as a result of such continuing failure.

Section 9.5 Representations and Warranties. Any representation or warranty made in any Loan Document proves to be untrue in any material respect when made or deemed made.

Section 9.6 Other Encumbrances. Any default under any document or instrument, other than the Loan Documents, evidencing or creating a Lien on the Project or any part thereof, not cured within any applicable grace or cure period therein.

Section 9.7 Involuntary Bankruptcy or Other Proceeding. Commencement of an involuntary case or other proceeding against Borrower, any Borrower Party or any other Person having an ownership or security interest in the Project (each, a "Bankruptcy Party") which seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property, and such involuntary case or other proceeding shall remain undismissed or unstayed for a period of 60 days; or an order for relief against a Bankruptcy Party shall be entered in any such case under the Federal Bankruptcy Code.

Section 9.8 Voluntary Petitions, etc. Commencement by a Bankruptcy Party of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its Debts or other liabilities under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or any of its property, or consent by a Bankruptcy Party to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or the making by a Bankruptcy Party of a general assignment for the benefit of creditors, or the failure by a Bankruptcy Party, or the admission by a Bankruptcy Party in writing of its inability, to pay its debts generally as they become due, or any action by a Bankruptcy Party to authorize or effect any of the foregoing;

ARTICLE 10

REMEDIES

Section 10.1 Remedies - Insolvency Events. Upon the occurrence of any Event of Default described in Section 9.7 or 9.8, all amounts due under the Loan Documents immediately shall become due and payable, all without written notice and without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or any other notice of default of any kind, all of which are hereby expressly waived by Borrower; however, if the Bankruptcy Party under Section 9.7 or 9.8 is other than Borrower, then all amounts due under the Loan Documents shall become immediately due and payable at Lender's election, in Lender's sole discretion.

Section 10.2 Remedies - Other Events. Except as set forth in Section 10.1 above, while any Event of Default exists, Lender may (a) declare the entire Loan to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or other notice of default of any kind, all of which are hereby expressly waived by Borrower, and (b) exercise all rights and remedies therefor under the Loan Documents and at law or in equity.

Section 10.3 Lender's Right to Perform the Obligations. If Borrower shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then while any Event of Default exists, and without notice to or demand upon Borrower and without waiving or releasing any other right, remedy or recourse Lender may have because of such Event of Default, Lender may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Borrower, and shall have the right to enter upon the Project for such purpose and to

take all such action thereon and with respect to the Project as it may deem necessary or appropriate. If Lender shall elect to pay any sum due with reference to the Project, Lender may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, Lender shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Borrower shall indemnify Lender for all losses, expenses, damages, claims and causes of action, including reasonable attorneys' fees, incurred or accruing by reason of any acts performed by Lender pursuant to the provisions of this Section 10.3. All sums paid by Lender pursuant to this Section 10.3, and all other sums expended by Lender to which it shall be entitled to be indemnified, together with interest thereon at the Default Rate from the date of such payment or expenditure until paid, shall constitute additions to the Loan, shall be secured by the Loan Documents and shall be paid by Borrower to Lender upon demand.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 11.1). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Borrower:
TMP Trace, LLC,
801 N. Parkcenter Drive, Suite 235
Santa Ana, California 92705
Attention: Lauren Vaniski
Telecopy: (714) 550-1059

If to Lender:
General Electric Capital Corporation
c/o GE Capital Loan Services, Inc.
363 North Sam Houston Parkway East, Suite 1200
Houston, Texas 77060
Attention: Portfolio Manager/Access Program
Telecopy: (281) 405-7132

with a copy to:
General Electric Capital Corporation
16479 Dallas Parkway, Suite 500
Two Bent Tree Tower
Addison, Texas 75001-2512
Attention: David R. Martindale
Telecopy: (972) 728-7650

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day after deposit with an overnight air courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by Lender or Borrower, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the

transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 11.2 Amendments and Waivers: No amendment or waiver of any provision of the Environmental Indemnity Agreement and the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Section 11.3 Limitation on Interest. It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, all agreements between Borrower and Lender with respect to the Loan are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Lender or charged by Lender for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under applicable law (including the laws of the State and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (a) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Note by the holder thereof; and (b) if maturity is accelerated by reason of an election by Lender, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Note. The terms and provisions of this Section 11.3 shall control and supersede every other provision of the Loan Documents. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit Lender to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which Lender may contract for, take, reserve, charge or receive under the Loan Documents.

Section 11.4 Invalid Provisions. If any provision of any Loan Document or the Environmental Indemnity Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Environmental Indemnity Agreement and the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Environmental Indemnity Agreement and such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

Section 11.5 Reimbursement of Expenses. Borrower shall pay all reasonable expenses incurred by Lender in connection with the Loan, including reasonable fees and expenses of Lender's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Loan Documents. Borrower shall pay all expenses of Lender in connection with the administration of the Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. Borrower shall, upon request, promptly reimburse Lender for all amounts expended, advanced or incurred by Lender to collect the Note, or to enforce the rights of Lender under this Agreement, the Environmental Indemnity Agreement, or any Loan Document, or to defend or assert the rights and claims of Lender under the Environmental Indemnity Agreement or the Loan Documents or with respect to the Project (by litigation or other proceedings), which amounts will include all court costs, reasonable attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be incurred by Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each

such amount from the date of disbursement until the date of reimbursement to Lender, all of which shall constitute part of the Loan and shall be secured by the Loan Documents.

Section 11.6 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other Person. This Agreement is for the sole and exclusive use of Lender and Borrower and may not be enforced, nor relied upon, by any Person other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in Lender's sole discretion.

Section 11.7 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of Borrower, the power of Lender being limited to the rights to exercise the remedies referred to in the Environmental Indemnity Agreement or the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Environmental Indemnity Agreement or the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Project in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or to any other person with respect to the Project or the Loan, except as expressly provided in the Environmental Indemnity Agreement and the Loan Documents; and notwithstanding any other provision of the Environmental Indemnity Agreement or the Loan Documents: (a) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its stockholders, members, or partners and Lender does not intend to ever assume such status; (b) Lender shall in no event be liable for any Debts, expenses or losses incurred or sustained by Borrower; and (c) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Project in Lender, or any sharing of liabilities, losses, costs or expenses.

Section 11.8 Contest of Certain Claims. Borrower may contest the validity of Taxes or any mechanic's or materialman's lien asserted against the Project so long as (a) Borrower notifies Lender that it intends to contest such Taxes or liens, as applicable, (b) Borrower provides Lender with an indemnity, bond or other security reasonably satisfactory to Lender assuring the discharge of Borrower's obligations for such Taxes or liens, as applicable, including interest and penalties, (c) Borrower is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense and concludes such contest prior to the tenth (10th) day preceding the earlier to occur of the Maturity Date or the date on which the Project is scheduled to be sold for non-payment, (d) Borrower promptly upon final determination thereof pays the amount of any such Taxes or liens, as applicable, together with all costs, interest and penalties which may be payable in connection therewith, and (e) notwithstanding the foregoing, Borrower shall immediately upon request of Lender pay any such Taxes or liens, as applicable, notwithstanding such contest if, in the opinion of Lender, the Project or any part thereof or interest therein may be in danger of being sold, forfeited, foreclosed, terminated, canceled or lost. Lender may pay over any cash deposit or part thereof to the claimant entitled thereto at any time when, in the reasonable judgment of Lender, the entitlement of such claimant is established.

Section 11.9 Time of the Essence. Time is of the essence with respect to this Agreement.

Section 11.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that neither Borrower nor any other Borrower Party shall, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

Section 11.11 Renewal, Extension or Rearrangement. All provisions of the Environmental Indemnity Agreement and the Loan Documents shall apply with equal effect to each and all promissory notes and amendments thereof hereinafter executed which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

Section 11.12 Waivers. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under the Environmental Indemnity Agreement and any of the Loan Documents, shall operate as a waiver thereof.

Section 11.13 Cumulative Rights; Joint and Several Liability. Rights and remedies of Lender under the Environmental Indemnity Agreement and the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy. If more than one person or entity has executed this Agreement as "Borrower," the obligations of all such persons or entities hereunder shall be joint and several.

Section 11.14 Singular and Plural. Words used in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement shall apply to such words when used in the plural where the context so permits and vice versa.

Section 11.15 Phrases. Except as otherwise expressly provided herein, when used in this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement, the phrase "including" shall mean "including, but not limited to," the phrase "satisfactory to Lender" shall mean "in form and substance satisfactory to Lender in all respects," the phrase "with Lender's consent" or "with Lender's approval" shall mean such consent or approval at Lender's sole /discretion, and the phrase "acceptable to Lender" shall mean "acceptable to Lender at Lender's sole discretion."

Section 11.16 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

Section 11.17 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 11.18 Promotional Material. Borrower authorizes Lender to issue press releases, advertisements and other promotional materials in connection with Lender's own promotional and marketing activities, including in connection with a Secondary Market Transaction, and such materials may describe the Loan in general terms or in detail and Lender's participation therein in the Loan. All references to Lender contained in any press release, advertisement or promotional material issued by Borrower shall be approved in writing by Lender in advance of issuance.

Section 11.19 Survival. All of the representations, warranties, covenants, and indemnities hereunder (including environmental matters under Article 4), under the indemnification provisions of the other Loan Documents and under the Environmental Indemnity Agreement, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Project to any party, whether or not an Affiliate of Borrower.

Section 11.20 WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE ENVIRONMENTAL INDEMNITY AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE

BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS AND THE ENVIRONMENTAL INDEMNITY AGREEMENT OR IN ANY WAY RELATING TO THE LOAN OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

Section 11.21 Waiver of Punitive or Consequential Damages. Neither Lender nor Borrower shall be responsible or liable to the other or to any other Person for any punitive, exemplary or consequential damages which may be alleged as a result of the Loan or the transaction contemplated hereby, including any breach or other default by any party hereto.

Section 11.22 Governing Law. The Loan Documents and the Environmental Indemnity Agreement shall be governed by and construed in accordance with the laws of the State where the Project is located and the applicable laws of the United States of America.

Section 11.23 Entire Agreement. This Agreement, the other Loan Documents and the Environmental Indemnity Agreement embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents and the Environmental Indemnity Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. If any conflict or inconsistency exists between the Commitment and this Agreement, any of the other Loan Documents, or the Environmental Indemnity Agreement, the terms of this Agreement, the other Loan Documents, and the Environmental Indemnity Agreement shall control.

Section 11.24 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

ARTICLE 12

LIMITATIONS ON LIABILITY

Section 12.1 Limitation on Liability. Except as provided below, Borrower shall not be personally liable for amounts due under the Loan Documents. Borrower shall be personally liable to Lender for any deficiency, loss or damage suffered by Lender because of: (a) Borrower's commission of a criminal act; (b) the failure to comply with provisions of the Loan Documents prohibiting the sale, transfer or encumbrance of the Project, any other collateral, or any direct or indirect ownership interest in Borrower; (c) the misapplication by Borrower or any Borrower Party of any funds derived from the Project, including security deposits, insurance proceeds and condemnation awards in violation of this Agreement or any of the other Loan Documents; (d) the fraud or misrepresentation by Borrower or any Borrower Party made in or in connection with the Loan Documents or the Loan; (e) Borrower's collection of rents more than one month in advance or entering into or modifying leases, or receipt of monies by Borrower or any Borrower Party in connection with the modification of any leases, in violation of this Agreement or any of the other Loan Documents; (f) Borrower's failure to apply proceeds of rents or any other payments in respect of the leases and other income of the Project or any other collateral when received to the costs of maintenance and operation of the Project and to the payment of taxes, lien claims, insurance premiums, Debt Service, the Funds, and other amounts due under the Loan Documents to the extent the Loan Documents require such proceeds to be then so applied; (g) Borrower's interference with Lender's exercise of rights under the Assignment of Leases and Rents; (h) Borrower's failure to maintain insurance as required by this Agreement; (i) damage or destruction to the Project caused by the acts or omissions of Borrower, its agents, employees, or contractors; (j) Borrower's obligations with respect to environmental matters under Article 4; (k) Borrower's failure to pay for any loss, liability or expense (including attorneys' fees) incurred by Lender arising out of any claim or allegation made by Borrower, its successors or assigns, or any creditor of Borrower, that this Agreement or the transactions contemplated by the Loan

Documents and the Environmental Indemnity Agreement establishes a joint venture, partnership or other similar arrangement between Borrower and Lender; or (l) any brokerage commission or finder's fees claimed in connection with the transactions contemplated by the Loan Documents. Nothing herein shall be deemed to be a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, to file a claim for the full amount due to Lender under the Loan Documents or to require that all collateral shall continue to secure the amounts due under the Loan Documents.

Section 12.2 Limitation on Liability of Lender's Officers, Employees, etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement, any other Loan Document, or the Environmental Indemnity Agreement shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

EXECUTED as of the date first written above.

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name: David R. Martindale
Title: Authorized Signatory

BORROWER:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

SCHEDULE I

DEFEASANCE

1. In accordance with Section 2.3 of the Loan Agreement, Borrower may obtain the release of the Project from the lien of the Mortgage upon the satisfaction of the following conditions precedent:

(A) not less than thirty (30) days prior written notice to Lender specifying a regularly scheduled payment date (the "Release Date") on which the Defeasance Deposit (hereinafter defined) is to be made;

(B) the payment to Lender of interest accrued and unpaid on the principal balance of the Note to and including the Release Date;

(C) the payment to Lender of all other sums, not including scheduled interest or principal payments, due under the Note, the Mortgage, the Assignment of Leases and Rents, and the other Loan Documents;

(D) the payment to Lender of the Defeasance Deposit;

(E) the delivery by Borrower to Lender of:

1) a security agreement in form and substance satisfactory to Lender, creating a first priority lien on the Defeasance Deposit and the U.S. Obligations (hereinafter defined) purchased on behalf of Borrower with the Defeasance Deposit in accordance with this provision of this Schedule I (the "Security Agreement");

2) a release of the Project from the lien of the Mortgage (for execution by Lender) in a form appropriate for the jurisdiction in which the Project is located;

3) an officer's certificate of Borrower certifying that the requirements set forth in this paragraph (e) have been satisfied;

4) an opinion of counsel for Borrower in form satisfactory to Lender stating, among other things, that Lender has a perfected first priority security interest in the Defeasance Deposit and the U.S. Obligations purchased by Lender on behalf of Borrower;

5) evidence in writing from the applicable Rating Agencies to the effect that such release will not result in a re-qualification, reduction or withdrawal of any rating in effect immediately prior to such defeasance for any securities issued in connection with a Secondary Market Transaction; and

6) such other certificates, documents or instruments as Lender may reasonably request.

(F) if the Loan has been sold in a Secondary Market Transaction, Lender shall have received an opinion of counsel acceptable to Lender in form satisfactory to Lender stating, among other things, that the substitution of collateral shall not cause the holder of the Loan to fail to maintain its status as a real estate mortgage investment conduit; and

(G) Lender shall have received a certificate from an independent certified public accountant acceptable to Lender, in form and substance satisfactory to Lender, certifying that the U.S. Obligations purchased with the Defeasance Deposit will generate sufficient sums to satisfy the obligations of Borrower under the Note as and when such obligations become due.

In connection with the conditions set forth in paragraph 1(e) above, Borrower hereby appoints Lender as its agent and attorney-in-fact for the purpose of using the Defeasance Deposit to purchase U.S. Obligations which provide payments on

or prior to, but as close as possible to, all successive scheduled payment dates after the Release Date upon which interest and principal payments are required under the Note (including the amounts due on the Maturity Date) and in amounts equal to the scheduled payments due on such dates under the Note (the "Scheduled Defeasance Payments"). Borrower, pursuant to the Security Agreement or other appropriate document, shall authorize and direct that the payments received from the U.S. Obligations may be made directly to Lender and applied to satisfy the obligations of Borrower under the Note.

2. Upon compliance with the requirements of this Schedule I, the Project shall be released from the lien of the Mortgage and the pledged U.S. Obligations shall be the sole source of collateral securing the Note. Any portion of the Defeasance Deposit in excess of the amount necessary to purchase the U.S. Obligations required by the preceding paragraph and to otherwise satisfy the Borrower's obligations under this Schedule I shall be remitted to Borrower with the release of the Project from the lien of the Mortgage. In connection with such release, Lender shall establish or designate a successor entity (the "Successor Borrower") and Borrower shall transfer and assign all obligations, rights and duties under and to the Note together with the pledged U.S. Obligations to such Successor Borrower. The obligation of Lender to establish or designate a Successor Borrower shall be retained by Lender notwithstanding the sale or transfer of the Mortgage unless such obligation is specifically assumed by the transferee. Such Successor Borrower shall assume the obligations under the Note and the Security Agreement and Borrower shall be relieved of its obligations thereunder. Borrower shall pay $1,000.00 to any such Successor Borrower as consideration for assuming the obligations under the Note and the Security Agreement. Notwithstanding anything in the Mortgage to the contrary, no other assumption fee shall be payable upon a transfer of the Note in accordance with this paragraph, but Borrower shall pay all costs and expenses incurred by Lender, including Lender's reasonable attorneys' fees and expenses, incurred in connection with this Schedule.

3. For purposes of this Schedule I, the following terms shall have the following meanings:

(a) The term "Defeasance Deposit" shall mean an amount equal to the remaining principal amount of the Note, the Yield Maintenance Amount, any costs and expenses incurred or to be incurred in the purchase of U.S. Obligations necessary to meet the Scheduled Defeasance Payments and any revenue, documentary stamp or intangible taxes or any other tax or charge due in connection with the transfer of the Note or otherwise required to accomplish the agreements of this Schedule I.

(b) The term "Yield Maintenance Amount" shall mean the amount (if any) which, when added to the remaining principal amount of the Note, will be sufficient to purchase U.S. Obligations providing the required Scheduled Defeasance Payments; and

(c) The term "U.S. Obligations" shall mean direct non-callable obligations of the United States of America.

SCHEDULE II

REQUIRED REPAIRS

1.	Replace concrete pavement near loading dock.	$ 5,250.00
2.	Remove and replace concrete pavement with asphalt near Building Nos. 3 and 5.	23,000.00
3.	Paint welded steel pipe railing system.	600.00
4.	EPDM roof penetration flashing.	10,800.00
		$39,650.00
	TOTAL: $39,650.00 x110%=	$43,615.00

Exhibit 3
to Verified Ex Parte Motion for Appointment of Receiver

COPY

PROMISSORY NOTE

$5,708,000.00 June 29, 1999

For value received, TMP TRACE, LLC, a Delaware limited liability company ("Borrower"), promises and agrees to pay to the order of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), in lawful money of the United States of America, the principal sum of FIVE MILLION SEVEN HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS ($5,780,000.00) or so much thereof as may be outstanding under the Loan Agreement of even date herewith between Borrower and Lender (the "Loan Agreement"), with interest on the unpaid principal sum owing thereunder at the rate or rates or in the amounts computed in accordance with the Loan Agreement, together with all other amounts due Lender under the Loan Agreement, all payable in the manner and at the time or times provided in the Loan Agreement. Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Loan Agreement.

If not sooner due and payable in accordance with the Loan Agreement, Borrower shall pay to Lender all amounts due and unpaid under the Loan Agreement on July 1, 2009, or on any earlier Maturity Date as set forth in the Loan Agreement. Unless otherwise specified in writing by Lender, all payments hereunder shall be paid to Lender at c/o GE Capital Loan Services, Inc., P. O. Box 420250, Houston, Texas 77042. Lender reserves the right to require any payment on this Note, whether such payment is a regular installment, prepayment or final payment, to be by wired federal funds or other immediately available funds.

Borrower, co-makers, sureties, endorsers and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; such parties are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

This Note evidences all advances made, interest due and all amounts otherwise owed to Lender under the Loan Agreement. This Note is executed in conjunction with the Loan Agreement and is secured by the liens and security interests created under the Loan Documents (including those arising under the Deed of Trust). Reference is made to the Loan Agreement for provisions relating to repayment of the indebtedness evidenced by this Note, including mandatory repayment, acceleration following default, late charges, default rate of interest, limitations on interest, and restrictions on prepayment.

Borrower's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement. This Note has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State in which the Mortgaged Property is located and of the United States of America.

LOS01:71878.4

EXHIBIT

3

EXECUTED as of the date first written above.

BORROWER:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

Exhibit 4
to Verified Ex Parte Motion for Appointment of Receiver

95-

1-19

RECORDING REQUESTED BY:

J. Patrick Kelly El Paso Cty,CO 099108343
07/06/1999 03:49
Doc $0.00 Page
Rec $95.00 1 of 19

WHEN RECORDED MAIL TO:

Andrews & Kurth, LLP
601 South Figueroa Street, Suite 4200
Los Angeles, California 90017
Attention: Carolyn Y. Morgan, Esq.
Property: Mission Trace Shopping Center
3001-3285 S. Academy Boulevard
Colorado Springs, Colorado

80-112528

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Deed of Trust") is executed as of June 28, 1999, by TMP TRACE, LLC, a Delaware limited liability company ("Grantor"), whose address for notice hereunder is 801 N. Parkcenter Drive, Suite 235, Santa Ana, California 92705, to the Public Trustee of the County of El Paso, Colorado ("Trustee"), for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Beneficiary"), whose address for notice is c/o GE Capital Loan Services, Inc., 363 North Sam Houston Parkway East, Suite 1200, Houston, Texas 77060, Attention: Portfolio Manager/Access Program.

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Indebtedness": The sum of all principal, interest and all other amounts due under or secured by the Loan Documents.

"Loan": The Loan made to the Grantor by the Beneficiary as evidenced and secured by the Loan Documents.

"Loan Documents": The (a) Loan Agreement of even date between Grantor and Beneficiary (the "Loan Agreement"), (b) Promissory Note of even date, executed by Grantor, payable to the order of Beneficiary, in the stated

EXHIBIT 4

principal amount of $5,708,000.00, (c) this Deed of Trust, (d) all other documents now or hereafter executed by Grantor, or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Deed of Trust and (e) all modifications, restatements, extensions, renewals and replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include that certain Hazardous Materials Indemnity Agreement dated the date hereof in favor of Beneficiary.

"Mortgaged Property": (a) the real property described in *Exhibit A*, together with any greater estate therein as hereafter may be acquired by Grantor (the "Land"), (b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (c) all the estate, right, title, claim or demand whatsoever of Grantor either in law or in equity, in possession or expectancy, of, in, and to the Mortgaged Property or any part thereof; (d) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (e) all right, title and interest of Grantor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds (whether derived from insurance required under the Loan Documents or otherwise), property tax refunds or rebates, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Grantor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Grantor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "Personalty"), (f) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Grantor with respect to the Mortgaged Property, (g) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (h) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Grantor of any petition of relief under 11 U.S.C. § 101 et. seq., as same may be amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Grantor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (i) all of the rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code (the "Rents"), (j) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), (k) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (l) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (m) all insurance policies, unearned premiums therefor and proceeds from such

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policies covering any of the above property now or hereafter acquired by Grantor, (n) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, (o) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; and (p) all of Grantor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Grantor or any other person or entity to Beneficiary or others as set forth in the Loan Documents.

"Permitted Encumbrances": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Deed of Trust, together with the liens and security interests in favor of Beneficiary created by the Loan Documents, none of which, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by this Deed of Trust, materially and adversely affect the value of the Mortgaged Property, impair the use or operations of the Mortgaged Property or impair Grantor's ability to pay its obligations in a timely manner.

"State": The State of Colorado.

"UCC": The Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

Section 1.2 Other Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

ARTICLE 2

GRANT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Trustee (and, with respect to any portions of the Mortgaged Property that constitute personal property, to Beneficiary) the Mortgaged Property subject, however, to the Permitted Encumbrances; TO HAVE AND TO HOLD the Mortgaged Property to Trustee, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee and Beneficiary and their respective successors, substitutes and assigns.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

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Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Grantor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Deed of Trust creates valid, enforceable first priority liens and security interests against the Mortgaged Property. Grantor warrants that Grantor has good, marketable and insurable title to the Mortgaged Property and has the full power, authority and right to execute, deliver and perform its obligations under this Deed of Trust.

Section 3.2 First Lien Status. Grantor shall preserve and protect the first lien and security interest status of this Deed of Trust and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, in Beneficiary's discretion, provide a bond or other security satisfactory to Beneficiary for the payment of such claim.

Section 3.3 Payment and Performance. Grantor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Grantor subject to the liens and security interests of this Deed of Trust and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Beneficiary.

Section 3.5 Maintenance of Rights of Way, Easements and Licenses. Grantor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Beneficiary, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Grantor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

Section 3.6 Inspection. Grantor shall permit Beneficiary and its agents, representatives and employees, upon reasonable prior notice to Grantor, to inspect the Mortgaged Property and conduct such environmental and engineering studies as Beneficiary may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.7 Other Covenants. All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land. The covenants set forth in the Loan Agreement include, among other provisions: (a) the obligation to pay when due all taxes on the Mortgaged Property or assessed against Beneficiary with respect to the Loan, (b) the right of Beneficiary to inspect the Mortgaged Property, (c) the obligation to keep the Mortgaged Property insured as Beneficiary may require, (d) the obligation to comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, and (e) except as otherwise permitted under the Loan Agreement, the obligation of Grantor to obtain Beneficiary's consent prior to entering into, modifying or taking other actions with respect to Leases.

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Section 3.8 Condemnation Awards and Insurance Proceeds.

(a) Condemnation Awards. Grantor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Beneficiary and authorizes Beneficiary to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) Insurance Proceeds. Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Grantor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly.

Section 3.9 Transfer or Encumbrance of Mortgaged Property.

(a) Without the prior written consent of Beneficiary,

(i) neither Grantor nor any other Person having an ownership or beneficial interest in Grantor shall (A) directly or indirectly sell, transfer, convey, mortgage, pledge, or assign any interest in the Mortgaged Property or any part thereof (including any partnership or any other ownership interest in Grantor); (B) further encumber, alienate, grant a Lien or grant any other interest in the Mortgaged Property or any part thereof (including any partnership or other ownership interest in Grantor), whether voluntarily or involuntarily; or (C) enter into any easement or other agreement granting rights in or restricting the use or development of the Mortgaged Property;

(ii) no new general partner, member, or limited partner having the ability to control the affairs of Grantor shall be admitted to or created in Grantor (nor shall any existing general partner or member or controlling limited partner withdraw from Grantor), and no change in Grantor's organizational documents relating to control over Grantor and/or the Mortgaged Property shall be effected; and

(iii) no transfer shall be permitted which would cause TMP Mission Trace, LLC ("Member") to own less than 100 percent (100%) of the beneficial interest in Grantor and the Mortgaged Property, and Anthony W. Thompson and William O. Passo to own less than one hundred percent (100%) of the voting stock in the corporate manager of Member and not to have the power to direct the affairs of Grantor.

(b) As used in this Section 3.9, "transfer" shall include (i) an installment sales agreement wherein Grantor agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments; (ii) an agreement by Grantor leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Grantor's right, title and interest in and to any Leases or any Rents, (iii) the sale, transfer, conveyance, mortgage, pledge, or assignment of the legal or beneficial ownership of any partnership interest in any general partner in Grantor that is a partnership, and (iv) the sale, transfer, conveyance, mortgage, pledge, or assignment of the legal or beneficial ownership of any voting stock in any general partner in Grantor that is a corporation; notwithstanding the foregoing, "transfer" shall not include (A) the leasing of individual units within the Project so long as Grantor complies with the provisions of the Loan Documents relating to such leasing activity; (B) the transfers of limited partner or membership interests in Grantor so long as the results of such transfers do not result in the transfer of more than 49% of the ownership or beneficial interest in the Grantor and the provisions of Sections 3.9(a)(ii) and 3.9(a)(iii) are satisfied.

(c) Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Indebtedness immediately due and payable upon Grantor's sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property without Beneficiary's consent. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property regardless of whether voluntary or not, or whether or not Beneficiary has consented to any previous sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property.

(d) Beneficiary's consent to one sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property shall not be deemed to be a waiver of Beneficiary's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property made in contravention of this paragraph shall be null and void and of no force and effect.

(e) Grantor agrees to bear and shall pay or reimburse Beneficiary on demand for all reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Beneficiary in connection with the review, approval and documentation of any such sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer.

(f) Beneficiary's consent to the sale or transfer of the Mortgaged Property will not be unreasonably withheld after consideration of all relevant factors, provided that:

(i) no Event of Default or event which with the giving of notice or the passage of time would constitute an Event of Default shall have occurred and remain uncured;

(ii) the proposed transferee ("Transferee") shall be a reputable entity or person of good character, creditworthy, with sufficient financial worth considering the obligations assumed and undertaken, as evidenced by financial statements and other information reasonably requested by Beneficiary and shall be a Single Purpose Entity;

(iii) the Transferee and its property manager shall have sufficient experience in the ownership and management of properties similar to the Mortgaged Property, and Beneficiary shall be provided with reasonable evidence thereof (and Beneficiary reserves the right to approve the Transferee without approving the substitution of the property manager);

(iv) Beneficiary shall have recommendations in writing from the Rating Agencies (as hereinafter defined) to the effect that such transfer will not result in a re-qualification, reduction or withdrawal of any rating initially assigned or to be assigned in a Secondary Market Transaction (as defined in the Loan Agreement). The term "Rating Agencies" as used herein shall mean each of Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co. and Fitch IBCA, Inc., or any other nationally-recognized statistical rating agency which has been approved by Beneficiary;

(v) the Transferee shall have executed and delivered to Beneficiary an assumption agreement in form and substance acceptable to Beneficiary, evidencing such Transferee's agreement to abide and be bound by the terms of the Note, this Deed of Trust and the other Loan

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Documents, together with such legal opinions and title insurance endorsements as may be reasonably requested by Beneficiary; and

(vi) Beneficiary shall have received an assumption fee equal to one percent (1%) of the then unpaid principal balance of the Note in addition to the payment of all costs and expenses incurred by Beneficiary in connection with such assumption (including reasonable attorneys' fees and costs).

ARTICLE 4

DEFAULT AND FORECLOSURE

Section 4.1 Remedies. If an Event of Default (as defined in the Loan Agreement) exists, Beneficiary may, at Beneficiary's election, and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Indebtedness (including any prepayment premium or similar charge required by the Loan Agreement, to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Grantor remains in possession of the Mortgaged Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Beneficiary or Trustee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Beneficiary may foreclose this Deed of Trust, insofar as it encumbers the Mortgaged Property, either by judicial action or through Trustee. If this Deed of Trust encumbers more than one parcel of real estate, foreclosure may be by separate parcel or en masse, as Beneficiary may elect in its sole discretion. Foreclosure through Trustee will be initiated by Beneficiary's filing of its notice of election and demand for sale with Trustee. Upon the filing of such notice of election and demand for sale, Trustee shall promptly comply with all notice and other requirements of the laws of Colorado then in force with respect to such sales, and shall give four weeks' public notice of the time and place of such sale by advertisement weekly in some newspaper of general circulation then published in the County or City and County in which the Mortgaged Property is located. Any sale conducted by Trustee pursuant to this section shall be held at the front door of the county courthouse for such County or City and County, or on the Mortgaged Property, or at such other place as similar sales are then customarily held in such County or City and County, provided that the actual place of sale shall be specified in the notice of sale. All fees, costs and expenses of any kind incurred by Beneficiary in connection with foreclosure of this Deed of Trust, including, without limitation, the costs of any appraisals of the Mortgaged Property obtained by Beneficiary, all costs of any receivership for the Mortgaged Property advanced by Beneficiary, and all attorneys' and consultants' fees incurred by Beneficiary, shall constitute a part of the Indebtedness and may be included as part of the amount owing from Grantor to Beneficiary at any

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foreclosure sale. The proceeds of any sale under this section shall be applied first to the fees and expenses of the officer conducting the sale, and then to the reduction or discharge of the Indebtedness; any surplus remaining shall be paid over to Grantor or to such other person or persons as may be lawfully entitled to such surplus. At the conclusion of any foreclosure sale, the officer conducting the sale shall execute and deliver to the purchaser at the sale a certificate of purchase which shall describe the property sold to such purchaser and shall state that upon the expiration of the applicable periods for redemption, the holder of such certificate will be entitled to a deed to the property described in the certificate. After the expiration of all applicable periods of redemption, unless the property sold has been redeemed by Grantor, the officer who conducted such sale shall, upon request, execute and deliver an appropriate deed to the holder of the certificate of purchase or the last certificate of redemption, as the case may be. Nothing in this section dealing with foreclosure procedures or specifying particular actions to be taken by Beneficiary or by Trustee or any similar officer shall be deemed to contradict or add to the requirements and procedures now or hereafter specified by Colorado law, and any such inconsistency shall be resolved in favor of Colorado law applicable at the time of foreclosure."

(e) Power of Sale. Cause Trustee, in compliance with applicable law, to sell the Mortgaged Property either as a whole or in separate parcels as Beneficiary may determine and, as to such separate parcels, to direct the order in which such separate parcels are to be sold, at public sale or sales to the highest bidder for cash, in order to pay the Indebtedness, in compliance with the requirements of the general statutes of the state in which the Mortgaged Property is located relating to nonjudicial foreclosure sales in effect on the date foreclosure is commenced and to deliver to such purchaser a Trustee's deed (or Trustee's deeds) without covenant or warranty, express or implied, the recitals of such deed (or deeds) as to any matters of fact to be conclusive proof of the truthfulness thereof; provided, however, that Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

(f) Receiver. Beneficiary shall be entitled, as a matter of absolute right and without regard to the value of any security for the Indebtedness or the solvency of any person liable therefor, to the appointment of a receiver for the Mortgaged Property upon ex parte application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his agents shall be empowered (i) to take possession of the Mortgaged Property and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (ii) to exclude Grantor and Grantor's agents, servants, and employees from the Mortgaged Property, (iii) to collect the rents, issues, profits, and income therefrom, (iv) to complete any construction which may be in progress, (v) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (vi) to use all stores of materials, supplies, and maintenance equipment on the Mortgaged Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the Mortgaged Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (viii) generally to do anything which Grantor could legally do if Grantor were in possession of the Mortgaged Property. All expenses incurred by the receiver or his agents shall constitute a part of the Indebtedness. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance shall be applied toward the Indebtedness or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Indebtedness has been discharged in full, or until title to the Mortgaged Property has passed after foreclosure sale and all applicable periods of redemption have expired."

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(g) UCC. Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the personal property, and (ii) request Grantor at its expense to assemble the personal property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the personal property sent to Grantor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Grantor;

(h) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Deed of Trust).

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Beneficiary, in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and/or Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Grantor's election to exercise any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Grantor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the right,

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remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (i) Trustee's and receiver's fees and expenses, (ii) court costs, (iii) reasonable attorneys' and accountants' fees and expenses, (iv) costs of advertisement, (v) insurance premiums and (vi) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Beneficiary under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Beneficiary in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

Section 4.8 Occupancy After Foreclosure. Upon the expiration of the applicable periods for redemption and the delivery of a deed to the purchaser at any foreclosure sale pursuant to Section 4.1(d), such purchaser shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged Property shall, at the option of such purchaser, become tenants of the purchaser at such time and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary under this Section 4.9, or otherwise under this Deed of Trust or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Loan Agreement), and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Deed of Trust and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise.

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Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Beneficiary under the Loan Documents, at law or in equity shall cause Beneficiary to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 4.11 Actions and Proceedings. Beneficiary has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Grantor, which Beneficiary, in its discretion, decides should be brought to protect its interest in the Mortgaged Property.

ARTICLE 5

ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. Grantor acknowledges and confirms that it has executed and delivered to Beneficiary an Assignment of Leases and Rents of even date (the "Assignment of Leases and Rents"), intending that such instrument create a present, absolute assignment to Beneficiary of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases and Rents, Grantor hereby assigns to Beneficiary, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Beneficiary shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 4 hereof, including, without limitation, the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Deed of Trust and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

Section 5.2 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any lessee or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1 Security Interest. This Deed of Trust constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Grantor grants to Beneficiary, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Grantor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

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Section 6.2 Financing Statements. Grantor shall execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's chief executive office is in the State [or the State of Colorado, if the Grantor's chief executive office is not located in the State] at the address set forth in the first paragraph of this Deed of Trust.

Section 6.3 No Obligation of Trustee or Beneficiary. The security interest herein granted shall in no event cause Trustee or Beneficiary to be deemed or construed as a mortgagee in possession of the Mortgaged Property, to obligate Trustee or Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 6.4 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the first paragraph of this Deed of Trust.

Section 6.5 Continuing Effect Notwithstanding Termination of Deed of Trust. It is expressly agreed that until such time as the Indebtedness has been paid in full, or until the security interest granted hereby has been released in writing by Beneficiary, this Deed of Trust shall remain fully effective as a security agreement, notwithstanding that the lien on real property that is created by this Deed of Trust may be extinguished or released, by foreclosure of this Deed of Trust or otherwise.

ARTICLE 7

[INTENTIONALLY DELETED]

ARTICLE 8

MISCELLANEOUS

Section 8.1 Limitation on Interest. It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, all agreements between Grantor and Beneficiary with respect to the Loan are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Beneficiary or charged by Beneficiary for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under applicable law (including the laws of the state where the Mortgaged Property is located and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (a) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received

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under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Indebtedness; and (b) if maturity is accelerated by reason of an election by Beneficiary, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Indebtedness. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit Beneficiary to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which Beneficiary may contract for, take, reserve, charge or receive under the Loan Documents.

Section 8.2 Notices. Any notice required or permitted to be given under this Deed of Trust shall be (a) in writing, (b) sent in the manner set forth in the Loan Agreement, and (c) effective in accordance with the terms of the Loan Agreement.

Section 8.3 Covenants Running with the Land. All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Beneficiary has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.4 Attorney-in-Fact. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Grantor hereunder; however: (i) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (ii) any sums advanced by Beneficiary in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate; (iii) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (iv) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 8.5 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

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Section 8.6 No Waiver. Any failure by Beneficiary to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Beneficiary shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.7 Subrogation. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Beneficiary shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Beneficiary.

Section 8.8 Loan Agreement. If any conflict or inconsistency exists between this Deed of Trust and the Loan Agreement, the Loan Agreement shall govern.

Section 8.9 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations, Beneficiary, at Grantor's expense, shall release the liens and security interests created by this Deed of Trust or reconvey the Mortgaged Property to Grantor, as applicable.

Section 8.10 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshaling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the indebtedness secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary.

Section 8.11 Limitation on Liability. Grantor's liability hereunder is subject to the limitation on liability provisions of Article 12 of the Loan Agreement.

Section 8.12 Obligations of Grantor, Joint and Several. If more than one person or entity has executed this Deed of Trust as "Grantor," the obligations of all such persons or entities hereunder shall be joint and several.

Section 8.13 Governing Law. This Deed of Trust shall be governed by the laws of the State and the applicable laws of the United States of America.

Section 8.14 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Section or Subsections.

Section 8.15 Deed of Trust Not to Secure Environmental Covenants, Obligations, and Indemnities. Notwithstanding anything in this Deed of Trust to the contrary, this Deed of Trust is not intended to, and by the express provisions hereof, does not secure any environmental (i) covenant, (ii) obligation or (iii) indemnity of Grantor made or provided herein or in the Loan Agreement or Hazardous Materials Indemnity Agreement executed simultaneously herewith.

Section 8.16 Entire Agreement. This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Beneficiary and Grantor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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Section 8.17 Counterparts. This Deed of Trust may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

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EXECUTED as of the date first above written.

GRANTOR:

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

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State of California)
) ss.
County of Orange)

On June 28, 1999 before me, Lauren Vaniski, a Notary Public for said state, personally appeared William O. Passo, personally ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged to me that (he)/she executed the same in his/her authorized capacity, and that by (his)/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

LAUREN VANISKI
Commission # 1119281
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

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State of California)
) ss.
County of Orange)

On June 28, 1999, before me, Lauren Vaniski, a Notary Public for said state, personally appeared Anthony W. Thompson, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged to me that ~~he/she~~ executed the same in ~~his/her~~ authorized capacity, and that by ~~his/her~~ signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

LAUREN VANISKI
Commission # 1119281
Notary Public — California
Orange County
My Comm. Expires Dec 7, 2000

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EXHIBIT A

[Legal Description]

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

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Exhibit 5
to Verified Ex Parte Motion for Appointment of Receiver

ROBERT C. "BOB" BALINK El Paso County, CO
10/24/2005 09:19:48 AM
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205168945

PREPARED BY AND AFTER RECORDING,
RETURN TO:
Courtney G. Capute, Esquire
Venable LLP
Two Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201

ASSIGNMENT OF DEED OF TRUST,

ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT

AND FIXTURE FILING

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation
(Assignor)

TO

WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2.
(Assignee)

PROPERTY:
Mission Trace Shopping Center
3001-3285 S. Academy Boulevard
Colorado Springs
County of El Paso
State of Colorado

EXHIBIT
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5

ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, whose address is c/o GEMSA Loan Services L.P. 1500 City West Boulevard, Suite 200, Houston, Texas 77042-2300, Attention: Portfolio Manager/Access Program (the "Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers, without recourse, representation or warranty, effective for all purposes as of November 10, 1999, to WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2. (the "Assignee"), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by TMP TRACE, LLC (the "Original Borrower") to the Assignor dated as of June 28, 1999 and recorded on July 6, 1999 in the Land Records of El Paso County, Colorado at Reception Number 099108343 securing the payment of that certain Promissory Note in the original principal amount of Five Million Seven Hundred Eight Thousand and 00/100 Dollars ($5,708,000.00) (the "Deed of Trust") made by the Original Borrower, payable to the order of the Assignor, and creating a first lien on the property described in Exhibit "A" attached hereto and by this reference made a part hereof;

Pursuant to an Assumption and Release Agreement dated as of May 16, 2002, and recorded among the Land Records of El Paso County, Colorado at Reception Number 202081325 the Original Borrower assigned its rights and obligations in the Deed of Trust to MISSION TRACE KIM, LLC, as Colorado limited liability company (the "New Borrower") and the New Borrower assumed the rights and obligations of the Original Borrower;

TOGETHER WITH any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee, and

TOGETHER WITH any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the _____ day of _____, _____.

WITNESS:

GENERAL ELECTRIC CAPITAL CORPORATION,
A New York corporation

Theresa Johnson

By: _____ (SEAL)
Name:
Title: David R. Martindale
Managing Director

STATE OF TEXAS,
CITY/COUNTY OF DALLAS, to wit:

I HEREBY CERTIFY that on this 6 day of October, 2005, before me, a Notary Public in and for the State aforesaid, personally appeared David Martindale, who acknowledged himself to be the Managing Director of GENERAL ELECTRIC CAPITAL CORPORATION known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized Managing Director for GENERAL ELECTRIC CAPITAL CORPORATION by signing the name of the GENERAL ELECTRIC CAPITAL CORPORATION by himself/herself as Managing Director.

AS WITNESS my hand and notarial seal.

Beth Jones
Notary Public

My Commission Expires: _____

BETH JONES
My Commission Expires
February 13, 2009

BA3/312108v1

Exhibit "A"

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

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NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

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PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

Exhibit 6
to Verified Ex Parte Motion for Appointment of Receiver

Grubb&Ellis. | Quantum Commercial Group

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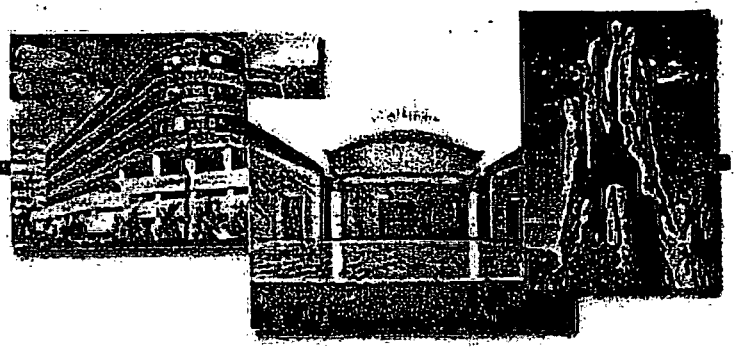
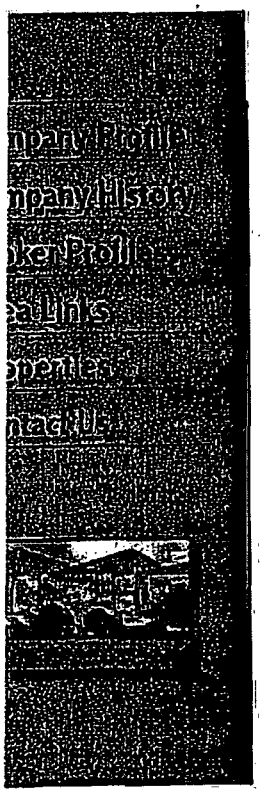
Independently Owned and Operated





Grubb & Ellis|Quantum Commercial Group is a full-service commercial real estate company locally owned and operated in the ever growing City of Colorado Springs.

The real estate professionals at Grubb & Ellis|Quantum Commercial Group have extensive expertise in the real estate markets of Colorado Springs, Woodland Park, Monument and Pueblo, Fountain, Security, as well as all of El Paso County.

Through its affiliation with Grubb & Ellis Company, Grubb & Ellis|Quantum Commercial Group is able to provide a full range of real estate services including acquisition and disposition, leasing, management and consultative services for office, retail, industrial, multi-family, hospitality, land and investment properties.

Click here for PowerPoint Presentation
(for faster loading, you can right click and choose "save target as" to download to your computer)

Quantum Commercial Group, Inc.

101 North Cascade Avenue 2nd Floor
Colorado Springs, Colorado 80903
Phone: 719-590-1717
Fax: 719-634-0404
Independently Owned & Operated

All information is from sources deemed reliable and is submitted subject to errors, omissions, change of price, rental, prior sale and withdrawal without notice. PROSPECT SHOULD BE CAREFUL TO VERIFY EVERY ITEM OF INFORMATION CONTAINED HEREIN. Grubb & Ellis|Quantum Commercial Group does not offer nor recognize subagency.

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EXHIBIT
6

Company Profile

rubb & Ellis|Quantum Commercial Group is a full-service real estate company cally owned and operated in the ever growing City of Colorado Springs. nrough its affiliation with Grubb & Ellis Company, Grubb & Ellis|Quantum ommercial Group is able to provide a full range of real estate services cluding transaction, management and consultative services for office, retail, dustrial, multi-family, hospitality, land and investment properties. Currently, rubb & Ellis|Quantum Commercial Group has fourteen real estate advisors nd three property managers specializing in these areas.

rubb & Ellis|Quantum Commercial Group's market area includes the City of olorado Springs, all of El Paso County and the City of Pueblo. Grubb & llis|Quantum Commercial Group has grown from four real estate professionals 1996 to fourteen real estate advisors and three property managers in 2004. urrently known as one of the fastest growing real estate services firms in the rea, the Grubb & Ellis|Quantum Commercial Group professionals have onsistently out performed their peers in the Colorado Springs marketplace. lients and peers attribute this outstanding result in part to the team approach, igh ethical values and strong communication skills used in all services.

he real estate advisors at Grubb & Ellis|Quantum Commercial Group have an verage of 20 years of real estate experience in the Colorado Springs/El Paso ounty real estate market. Grubb & Ellis|Quantum Commercial Group blends olid local business relationships, market expertise and professional knowledge vith the strength of nationally affiliated Grubb & Ellis to form a strong ommercial real estate presence in Colorado Springs. Because of this alliance nd Grubb & Ellis|Quantum Commercial Group's commitment to a value added pproach for servicing clients, the tremendous strides in growth are projected to ontinue.

Grubb & Ellis Company is one of the nation's largest publicly traded commercial eal estate services firms. Through its offices, affiliates and global strategic alliance with Knight Frank, one of the leading property consulting firms in Europe & Asia, the company provides a full range of real estate services, including advisory, management and consultative services to users and investors worldwide. With the collective resources of nearly 7,000 people in 200 offices in 27 countries, Grubb &Ellis professionals arrange the sale or lease of such business properties as industrial, retail and office building, as well as the acquisition and disposition of multi-family and hospitality properties and commercial land. Major multiple-market clients have a single point of contact through the firm's corporate and institutional units for coordination of all of the firm's services as well as site selection, feasibility studies, market forecasts and research. For more information, visit the company's website at www.grubb-ellis.com.

For more information, please contact:
wendy.schrage@grubb-ellis.com

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GREGORY H. NYQUIST

After providing property management expertise to others by serving in upper management capacities for several prominent firms, Greg formed his own company in March of 1994 to provide those same services directly. Effective January 1, 2000, Greg merged his property management company with Grubb & Ellis/Quantum Commercial Group to better offer the resources that a national firm can provide. Today, Greg oversees the management of approximately 1,250,000 sq. ft. of commercial and retail space in Colorado Springs and is a Grubb & Ellis/Quantum Commercial Group partner.

Though out the late 80's and early 90's Greg was the local individual in charge of property management for Grubb & Ellis in Southern Colorado and then for Spectrum Real Estate Services (a Colorado Front Range management firm). He also provided consulting services to a variety of clients. Greg has an extensive background with both Office and Residential Management and Development for large institutional clients and small independent owners. Greg is also experienced in work outs, fire restoration, and tenant finish coordination, due diligence, receiverships, and representation of absentee owners. His receivership clients have included Otero Savings, The Resolution Trust Corporation, Chase Manhattan Bank, and Guardian Life among others. Property types included office warehouse, office and retail and were all located in Colorado Springs or surrounding communities.

Prior to his consulting and property management work in Colorado Springs, Greg spent eight years in real estate development work with the Charlton Group, first in Minneapolis, Minnesota, and then in Colorado Springs. During that time, Greg served as Project Manager, Vice President Administration. He was Vice President of Northern Companies, a real estate holding company for a major savings and loan association in St. Paul, Minnesota, before joining the Charlton Group.

Greg majored in Business Administration and Business Marketing at Bethel College and the University of Minnesota. He has continued his education in Real Estate Development is a graduate of the Dale Carnegie Institute and holds a certificate in Oil and Gas Geology from Denver University. Greg is a Certified Property Manager (CPM).

With an on-going interest in the community, Greg has previously been active in the HBA of Colorado Springs; served as a Director of the Christian Conciliation Service; as an Elder at Fellowship Bible Church; as a leader with the Boys Scouts of America; and currently serves as a Director of local radio station. Greg is president elect of the local IREM Chapter.

GRANTED/APPROVED	Rebecca S. Bromley
Within 10 days from the date of this order, the moving party is directed to furnish a copy of this order to any pro se party who has entered an appearance in this action.	Rebecca S. Bromley District Court Judge *Date of order indicated on attachment*

DISTRICT COURT COUNTY OF EL PASO STATE OF COLORADO 20 E. Vermijo Ave. Colorado Springs CO 80903	
IN THE MATTER OF WELLS FARGO BANK, N.A., AS TRUSTEE for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2'S VERIFIED MOTION FOR AN ORDER AUTHORIZING THE TRUSTEE OF EL PASO COUNTY, COLORADO, TO SELL CERTAIN REAL AND PERSONAL PROPERTY UNDER A POWER OF SALE CONTAINED IN A DEED OF TRUST	**COURT USE ONLY** Case Number: Div./Ctrm.:

ORDER AUTHORIZING SALE

THE COURT FINDS that:

1. Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-2 ("Wells Fargo") is the current owner and holder of a promissory note (the "Promissory Note") dated June 28, 1999 in the original principal amount of $5,708,000.00 secured by a Deed of Trust (the "Deed of Trust") dated June 28, 1999. The Deed of Trust was recorded on July 6, 1999 with the El Paso County Clerk and Recorder under Reception No. 099108343.

2. The Deed of Trust contains a power of sale to the El Paso County Public Trustee. The power of sale may be invoked if there is a default under the terms and obligations of the Note and the Deed of Trust.

3. The property secured by the Deed of Trust is real and personal property described in the Deed of Trust and located in El Paso County, Colorado, more specifically described in the attached Exhibit A (the "Property"). The Property constitutes all of the real and personal

EXHIBIT C-6

property encumbered by the Deed of Trust. The current owner of the Property is Mission Trace Kim, LLC.

4. There is a reasonable probability that a default exists under the Deed of Trust.

5. No interested persons are now or were in the preceding three months in military service within the meaning of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

6. The Property is not agricultural real estate.

7. The proceeding does not involve a consumer obligation under C.R.C.P. 120(f).

8. Venue is proper in this Court pursuant to C.R.C.P. 120(f).

9. The provisions of Rule 120 of the Rules of Civil Procedure have been satisfied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a sale of the above-described real property and the personal property associated therewith by the Public Trustee in the above said County in the State of Colorado, under a power of sale, pursuant to statute and to the provisions of the Deed of Trust described above, is hereby authorized by this Court; and

IT IS FURTHER ORDERED that a return of such sale be made to this Court for its approval.

DATED this ____ day of _____, 2006.

BY THE COURT:

_____
District Judge

Court: CO El Paso County District Court 4th JD

Judge: Bromley, Rebecca Snyder

File & Serve reviewed Transaction ID: 7726365

Current date: 1/23/2006

Case number: 2005CV4827

Case name: WELLS FARGO BANK NA AS TRUSTEE FOR THE R vs. MISSION TRACE KIM LLC

/s/ Judge Rebecca Snyder Bromley

ROSS RETAIL GROUP
ASSIGNMENT AND CONSENT

Assignment and Consent dated February , 1989, by and between SUNG YIM, dba KING'S ONE HOUR CLEANERS, having a place of business at 3217 S. Academy Blvd. Colorado Springs, CO 80916 ("Assignor"); JOON GIL YI and OK BOON YI having a place of business at 3217 S. Academy Blvd. Colorado Springs, CO 80916 ("Assignee") and The Guardian Life Ins. Co. of America having a place of business at 201 Park Avenue South, New York, New York 10003 ("Landlord").

WITNESSETH:

WHEREAS, Assignor leased Bldg. 5 Suite in the premises located at 3217 S. Academy Blvd., Colorado Springs, CO 80916 pursuant to a lease dated March 3, 1988, by and between Sung Yim, dba King's One Hour Cleaners (Tenant) and The Guardian Life Ins. Co. of America (Landlord) (the "Lease");

WHEREAS, Assignor desires to assign all its right, title, an interest in the Lease to Assignee; and,

WHEREAS, such assignment requires the consent of Landlord under the terms of the Lease.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to Assignor and Landlord and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors, and assigns all the right, title, and interest of Assignor in an to the Lease, including a security deposit in the amount of TWO THOUSAND FIVE HUNDRED THIRTEEN DOLLARS and fifty-four cents ($2,513.54) held by Landlord, to have and to hold the same from the date hereof for all of the rest of the term mentioned in the Lease, subject to the rents, covenants, conditions, and provisions therein contained.

2. Assignor represents that Assignor is the holder of the Tenant's interest under the Lease free and clear of any lien, claim, or encumbrance and that the Lease is in full force and effect.

3. Landlord hereby consents to the foregoing assignment of the Lease by Assignor to Assignee upon the terms and conditions set forth below to each of which Assignor and Assignee expressly agree.

4. Landlord makes no representations or warranties with respect to the Lease including, but not limited to, Assignor's compliance or default thereunder nor does Landlord's consent to this assignment confirm any of Assignor's representations herein. Landlord represents, however, that it does not have any knowledge of any existing default under the Lease. Notwithstanding the foregoing, Landlord shall not be estopped from enforcing any rights and remedies available to it under the terms of the Lease or otherwise against Assignor or Assignee if a default by Assignor under the Lease is found to have existed as of the date of this Assignment or if a condition existed as of the date of this Assignment which would with the passage of time result in a default under the Lease.

5. Nothing herein contained shall be construed o modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease (except as may be herein expressly provided) or to waive any breach of Assignor in the due keeping, observance, or performance thereof.

EXHIBIT
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6. Assignee, for Assignee and the successors and assigns of Assignee, hereby recognizes and agrees to be bound by all of the covenants, agreements, terms, provisions, and conditions contained in the Lease, and hereby assumes and agrees to pay the rent, additional rent, damages, and all other sums now and hereafter payable by Assignor thereunder, and to keep and perform, and to permit no violation of, each and every covenant, agreement, term, provision, and condition therein set forth on the part and on behalf of Assignor thereunder to be kept and performed.

7. This Consent shall not be assignable.

8. This consent shall not be construed as a consent by Landlord to, or as permitting, any other or further assignment of the Lease by Assignor or by Assignee and no further or other assignment of the Lease, in whole or part, shall be made by Assignor or Assignee or the successors or assigns of either without the written consent of Landlord first had and obtained in every case.

9. Landlord shall be under no obligation to commence proceedings or exhaust its remedies against Assignee before proceeding against Assignor for any redress provided for in the Lease, this Assignment and Consent, or by law.

10. The obligations of Assignor under the Lease and under this Assignment and Consent shall not be discharged or otherwise affected by reason of the giving or withholding of any consent or approval for which provision is made in the Lease or by reason of any amendment, modification, or renewal of the Lease hereafter entered into by Landlord and Assignee.

11. ~~Tenant expressly agrees to pay Ross Retail Group an administrative processing fee of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for providing lease administration coordination services between the parties hereto.~~

IN WHITNESS WHEREOF, this Assignment and Consent has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

SUNG YIM dba KING'S ONE HOUR CLEANERS

Witness

By: _____
Sung Yim

ASSIGNEE:

Witness

By: _____
Joon Gil Yi
Ok Boon Yi

LANDLORD:

THE GUARDIAN LIFE INS. CO. OF AMERICA

Witness

By: _____

STANDARD LEASE

Joon Gil Yi and Ok Boon Yi

TENANT

EXHIBIT
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NET LEASE

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NET LEASE

1. PARTIES

THIS LEASE is made and entered into this 1st day of December, 1990 by and between The Guardian Life Insurance Company of America, hereinafter "Landlord", and Joon Gil Yi & Ok Boon Yi hereinafter "Tenant". For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

2. PREMISES.

(a) Description. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord those certain Premises (hereinafter the "Premises") described and/or cross-hatched on Exhibit C attached hereto containing approximately 2,413 square feet of that certain building (hereinafter the "Building") located in the City of Colorado Springs, County of El Paso, Colorado, within Mission Trace at the Springs (hereinafter sometimes referred to as "Center"), which center is shown on the site plan attached hereto as Exhibit C. Tenant shall have the right to use the Premises only for Laundry and Dry Cleaning Facility

3. TERM.

(a) The term of this Lease shall be for five (5) years commencing December 1, 1990 and ending on November 30, 1995 unless sooner terminated pursuant to this Lease.

(b) Delay in Commencement. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on the commencement date set forth in Section 3 (a) of the Lease, Landlord shall not be liable for any damage thereby nor shall such liability affect the validity of this Lease or the obligations of Tenant hereunder, but in such case Tenant shall not be obligated to pay rent or other monetary sums until possession of the Premises is tendered to Tenant; provided that if the delay in delivery of possession exceeds sixty (60) days, then the expiration date of the term of the Lease shall be extended by the period of time computed from the scheduled commencement date to the date possession is tendered. In the event Landlord shall not have delivered possession of the Premises within six (6) months from the scheduled commencement date, then Tenant, at its option to be exercised within thirty (30) days after end of said six (6) month period, may terminate this Lease and upon Landlord's return of any monies previously deposited by Tenant the parties shall have no further rights or liabilities toward each other.

(c) Acknowledgement of Commencement Date. In the event the commencement date of the term of the Lease is other than as provided in Section 3 (a) of this Lease, then Landlord and Tenant shall execute a written acknowledgement of the date of commencement and shall attach it to this Lease.

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4. RENT

Tenant shall pay to Landlord as rent for the Premises, monthly in advance on the first day of each calendar month during the term of this Lease, without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of ////////////////// Refer to Exhibit H Dollars ($ //////////////////). If the commencement date is not the first day of a month or if the Lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates. Said rent shall be payable at the office maintained by Landlord in the building in which the Premises are located or at such other place as Landlord may from time to time designate in writing.

~~Concurrently with Tenant's execution of this Lease, Tenant~~ shall pay the Landlord the sum of _____ as rent for the month(s) of _____

Tenant hereby releases and waives any right or power, now or hereafter existing, whether created or allowed by statute, ordinance or otherwise, to deduct or off-set any sums whatsoever from the rental reserved hereunder, whether such claims or off-set arises from Landlord's breach or failure hereunder or from any cause whatsoever.

5. LATE CHARGES.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. No late charge may be imposed more than one for the same late rental payment. The parties hereby agree that such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Landlord, at its option, may subtract any such amount so unpaid from any security deposit held.

6. ADJUSTMENT FOR COMMON AREA MAINTENANCE EXPENSE.

(a) It is understood that the rent specified in Article 4 of this Lease does not include the Landlord's "Common Area Maintenance Expense". Therefore, in order that the rental payable throughout the term of this Lease shall reflect such costs Tenant agrees to pay, as additional rental at the times set forth herein, Tenant's *pro rata* share of the Landlord's "Common Area Maintenance Expense".

(b) "Common Area Maintenance Expense": The sum of the following:

(1) All taxes and assessments and other governmental charges, including general and special assessments and ad valorem real property taxes levied on or attributable to the Center and its operation, and to the land on which the Center is located, and to the adjacent parking and common areas, including the improvements and facilities located thereon, such taxes and assessments shall be so included within Common Area Maintenance Expenses whether or not they are customary or within the contemplation of the parties or whether in the future substituted in lieu of some present tax. Taxes shall further specifically include (1) any tax upon, allocable to, or

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measured by the area of the Premises or on the rental payable hereunder, including without limitation any gross receipts tax or excise tax levied by any governmental entity, and (2) any tax upon or levied with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof. Net income, franchise, capital stock, estate or inheritance taxes imposed on Landlord by any governmental entity shall not be included as Common Area Maintenance Expenses.

(2) All costs and expenses incurred by Landlord in maintaining and operating the Center, including, without limiting the generality of the foregoing, the costs of supplying all utilities to the common areas of the center; fire and public liability insurance and such other insurance as deemed reasonable by Landlord; any deductible amounts as specified in applicable insurance policies, and deducted from an insurance company's settlement check; cost of property management fees; cost of services of independent contractors; cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with the day-to-day operation, maintenance, repair and overhaul of the Center and common areas; its equipment and adjacent walks, malls, landscaped area, parking area, common areas and improvements and facilities thereon including without limitation, engineers, foremen, window washers, watchmen and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Center tenants); trash removal; water; and rental expenses and a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Center.

(3) "Tenant's Share": The percentage that the total number of square feet in the premises bears to the total number of leasable square feet in the Center in which the Premises are located, which for this Lease is agreed to be 1.00 %. Refer to Addendum to Lease.

(c) Computation. Tenant shall pay Tenant's share of Common Area Maintenance Expenses, which shall be calculated as follows:

(d) Presentation of Statement. As soon as is reasonable practicable after the end of the calendar year, Landlord shall deliver to Tenant a statement (hereinafter the "Statement") setting forth the Common Area Maintenance Expenses, the date on which such statement is delivered to Tenant shall be herein called the "Statement Delivery Date".

(e) Payment.

(1) It is estimated that Tenant's share of the operating costs of the common facilities shall be $ 4,898.39 per year. Therefore, Tenant shall pay Landlord the sum of $ 408.20 per month as the estimated cost of Tenant's share. At the Statement Delivery Date, the actual costs shall be reported by Landlord to Tenant. If Tenant's share of the actual costs for any calendar year exceeds $ 4,898.39, Tenant shall reimburse Landlord for the amount of the excess. If Tenant's share for any calendar year is less than $ 4,898.39, Landlord shall refund the difference to Tenant. At the end of each calendar year, the monthly payment to be made by Tenant shall be adjusted for the next calendar year's estimated Common Area Maintenance Expenses.

(2) For the calender year in which the Statement is delivered to Tenant, Tenant shall pay to Landlord, commencing retroactively as of January 1 of such year and continuing on the first day of each month thereafter until the next Statement Delivery Date, payments equal to one-twelfth (1/12) of the amount of Tenant's Share of the Common Area Maintenance Expenses for the year.

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By reason of the fact that the increases in Common Area Maintenance Expenses, if any, cannot be determined on the first day of the calendar year in which the Statement is delivered, the total of such monthly payments accruing from January 1st to the Statement Delivery Date shall be paid by Tenant in cash in one lump sum within thirty (30) days from the Statement Delivery Date all sums which will be due and payable as hereinabove provided.

7. TAXES

In addition to rental and other charges to be paid by Tenant hereunder, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which may become payable during the term hereof upon Tenants equipment, fixtures and other personal property located in the Premises. If at any time during the term of this Lease any of the aforesaid taxes are assessed as part of the taxes for the Center, Tenant shall pay to Landlord the amount of such additional taxes attributable thereto, which determination shall be deemed conclusive if based on figures supplied by the County Assessor.

8. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of Two Thousand Five Hundred and Thirteen and 54/100 Dollars ($ 2,513.54 *). Said sum shall be held by Landlord as a security deposit for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease, including but not limited to the provisions relating to the payment of rent and payment of any other amount which Landlord may spend or incur by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; Tenant's failure to do so shall be a material breach of this Lease Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such depost. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interests hereunder) at the expiration of the Lease term and after Tenant has vacated the Premises. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest whereupon Tenant agrees to release Landlord from liability for the return of such deposit or the accounting therefor.

* Landlord acknowledges previous receipt of the above mentioned Security Deposit.

9. COMPLETION.

The Premises shall be completed by Landlord substantially in accordance with the Landlord's standard work. Any additional charges or improvements to the Premises shall be at Tenant's sole cost and expense. Promptly following the tendering of possession of the Premises to Tenant by Landlord, Tenant agrees to proceed with all due diligence with the installation of its fixtures and equipment.

10. USE.

(a) The Premises shall be used and occupied by Tenant for Laundry and Dry Cleaning and for no other purpose without prior written consent of Landlord.

(b) Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Center or with respect to the suitability of either for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or

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improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Center were at the time of such taking in satisfactory condition.

(c) Uses Prohibited.

(1) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Center or any of its contents (unless Tenant shall pay any increased premium as a result of such acts), or cause a cancellation of any insurance policy covering said Center or any part thereof or any of its contents, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises any article which may be prohibited by a standard form policy of insurance.

(2) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Center or injure or annoy them or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

(3) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with law, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be in force and with all laws, statutes, ordinances and governmental rules, the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between Landlord and Tenant.

11. UTILITIES.

Utility Charges

(a) Tenant shall pay or cause to be paid all charges for gas, electricity, light, heat, air conditioning, power, telephone or other service used, rendered or supplied in connection with the leased premises, and shall contract for the same in Tenant's own name, and shall protect Landlord and the leased premises from any such charges. Tenant shall pay Landlord for any utilities or services furnished by Landlord, but Landlord shall not be obligated to furnish any utilities or services. If Tenant shall require water or electric current in excess of that usually furnished or supplied for the use of the Premises, Tenant shall first procure the written consent of the Landlord, which Landlord may refuse, to the use thereof and Landlord may cause a water meter to be installed in the Premises, so as to measure the water consumed for any such use or require separate meters to be installed. The cost of any such meters and of installation, maintenance and repair thereof shall be paid for by Tenant and Tenant agrees to pay Landlord promptly upon demand therefor by Landlord for all such water consumed as shown by said meter, at the rates charged for such services by the local public utility furnishing the same, plus any additional expense incurred in keeping account of the water so consumed. If a separate meter is not

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installed, such excess cost for such water and electric current will be established by an estimate made by a utility company or engineer.

(b) Tenant's Obligation. Tenant shall pay for, prior to delinquency, all telephone and all other materials and services not expressly required to be paid by Landlord, which may be furnished to or used in, on or about the Premises during the term of this Lease. Tenant shall also pay, prior to delinquency, all charges and fees required to be paid by Tenant by the Rules and Regulations described in Article 36 of this Lease.

12. ENTRY BY LANDLORD.

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

(a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

(b) To do any necessary maintenance and to make any restoration to the Center that Landlord has the right or obligation to perform;

(c) To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;

(d) To post "for sale" signs at any time during the terms, to post "for rent" or "for lease" signs; during the last three (3) months of the term, or during any period while Tenant is in default;

(e) To show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange, at any time during the term;

(f) To shore the foundations, footings, and walls of the Center and to erect scaffolding and protective barricades around and about the Center or the Premises, but not so as to prevent entry into the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises or the Center if any excavation or other construction is undertaken or is about to be undertaken on any adjacent or nearby street. Landlord's right under this provision extends to any owner of adjacent property on which excavation or construction is to take place, and any authorized representative of such owner.

For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

Tenant shall not be entitled to an abatement or a reduction of rent if Landlord exercises any rights reserved in this Section.

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13. MAINTENANCE AND REPAIRS.

(a) Landlord's Obligation. Landlord shall maintain in good order, condition and repair the structural components of the Building and perform Common Area Maintenance, the components of which are identified in Article 6.(b)(2) above.

(b) Tenant's Obligation.

(1) Tenant at Tenant's sole cost and expense, except for services furnished by Landlord pursuant to Article 13(a) hereof, shall maintain the leased Premises in good order, condition and repair including the interior surfaces of the ceilings, walls, and fixtures, electrical wiring, switches, fixtures, special items in excess of building standard furnishings, and equipment installed by or at the expense of the Tenant. Tenant shall repair, at Tenant's sole expense, all damage to the glass doors and windows within ten (10) days of breaking or cracking of same.

(2) Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at the Tenant's sole cost and expense. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises including without limitation any claims made by any succeeding tenant founded on such delay.

(3) In the event Tenant fails to maintain the leased Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amounts so expended by Landlord shall be paid by Tenant promptly after demand with interest at ten (10) percent per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Compliance with Law. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

(d) Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this lease because of Landlord's failure to keep the premises in good order, condition and repair.

14. ALTERATIONS AND ADDITIONS.

(a) Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of Landlord. Tenant shall present to the Landlord plans and specifications of such work at the time approval is requested. Use of roof is reserved to Landlord.

(b) Landlord may impose as a condition to the aforesaid consent such requirements as Landlord may deem necessary in its sole discretion, including without limitation thereto, the manner in which the work is done, the contractor by whom it is performed, the time during which it is accomplished and the requirement that upon written request of Landlord, Tenant will remove and all permanent

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improvements or additions to the Premises installed by Tenant, at Tenant's expense, and all movable partitions, counters, personal property, fixtures, and furniture at Tenant's expense.

(c) All such alterations, additions or improvements shall at the expiration or earlier termination of the Lease become the property of Landlord and remain upon the Premises, unless specified pursuant to Section 14 (b) above.

(d) All articles of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and movable partitions owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of the Tenant and may be removed by Tenant at any time during the Lease term when Tenant is not in default hereunder.

15. INDEMNITY.

(a) Tenant shall indemnify and hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever; (1) occurring in, on or about the Premises or any part thereof, and (2) occurring in, on or about any facilities, stairways, passageways, hallways and parking areas, the use of which Tenant may have in conjunction with other tenants of the Center, when such injury or damage is caused in part or in whole by the act, neglect, fault of or omission of any duty with respect to the same Tenant, its agents, contractors, employees or invitees. Tenant shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, provided, however, that Tenant shall not be liable for damage or injury occasioned by the negligence or intentional acts of Landlord and its designated agents or employees unless covered by insurance Tenant is required to provide.

Tenant, as material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

(b) Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premise, or from the breakage, leakage, obstruction or other defects of the pipes, sprinkler, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Center of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Center.

16. INSURANCE.

(a) All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Colorado, having a rating the equivalent of not less than AAA in "Best's Insurance Guide" and acceptable to Landlord. Each policy shall name Landlord and at Landlord's request any mortgagee of Landlord as an additional insured, as their

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respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's opening for business in the Premises. No such policy shall be cancellable except after ten (10) days written notice to Landlord. Tenant shall, at least ten (10) days prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant provided such blanket policies expressly afford coverage to the Premises and to Tenant as required by this Lease.

(b) Tenant shall at all times during the term hereof maintain in effect policies of casualty insurance covering (i) its leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 14 hereof), trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises, in an amount not less than eighty percent (80%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included with the classification "Fire and Extended Coverage", together with insurance against water damage, vandalism and malicious mischief and (ii) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used for the repair or replacement of the property so insured. Upon termination of this Lease,the proceeds under (i) above, shall be paid to Tenant, and the proceeds under (ii) above, shall be paid to Landlord.

(c) Tenant shall at all times during the term hereof and at its own cost and expense procure and continue in force worker's compensation insurance and bodily injury liability and property damage liability insurance adequate to protect Landlord against liability for injury to or death of any person in connection with the construction of improvements on the Premises or with the use, operation or condition of the Premise. Such insurance at all time shall be in an amount of not less than ONE MILLION DOLLARS ($1,000,000) for injury to any one person and not less than TWO HUNDRED THOUSAND DOLLARS ($200,000) with respect to damage to property.

(d) Increase in Amount of Insurance. Not more frequently than each two (2) years, if, in the opinion of Landlord's lender or insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by either Landlord's lender or Landlord's insurance broker.

17. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

18. DAMAGE AND DESTRUCTION.

(a) Partial Damage - Insured. In the event the Premises or the Center are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord

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shall restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within sixty (60) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event that Lease shall continue in full force and effect, except that Tenant shall be entitled to proportionate reduction of rent while such restoration takes place, such proportionate reduction to be based on the extent to which the restoration efforts interfere with Tenant's business in the Premises.

(b) Partial Damage - Uninsured. In the event the Premises or the Center are damaged by a risk not covered by Landlord's policy or the proceeds of available insurance are less than eighty percent (80%) of the cost of restoration, or if the restoration cannot be completed within sixty (60) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately abated as hereinabove provided, or (2) give notice to Tenant at any time within thirty days (30) after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on such date so specified in such notice and the rent, reduced by any proportionate reduction based upon the extent, if any, to which said damage interfered with the use and occupancy of Tenant, shall be paid to the date of such termination; Landlord agrees to refund to the Tenant any rent theretofore paid in advance for any period of time subsequent to such date.

(c) Total Destruction. In the event the Premises are totally destroyed and the Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

(d) Damage Near End of the Term. Notwithstanding anything to the contrary contained in this Section 18, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 18 occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

(e) Landlord's Obligations. The Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any paneling, fixtures or any other improvements or property installed in the Premises by Tenant or at the direct or indirect expense of the Tenant. Tenant shall be required to restore or replace same in the event of damage. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(f) Waiver by Tenant. Tenant shall have no right to terminate this Lease as a result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Premises or the Center, except as expressly provided herein.

19. CONDEMNATION AND OTHER TAKINGS.

(a) If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority.

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provided, however, that before Tenant may terminate this Lease by reason or taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Premises. If any part of the Center other than the Premises shall be so taken or appropriated, Landlord shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to give Landlord any award made to Tenant for taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business and/or for Tenant's unamortized cost of leasehold improvements. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises so made unusable bears to the area of the Premises immediately prior to the taking. A sale by Landlord under threat of condemnation shall constitute a "taking" for the purposes of this Article.

(b) No temporary taking of the Premises or any part of the Premises by military or other public authority, or any other temporary taking, shall terminate this Lease or give Tenant any right to any abatement of rent thereunder.

(c) No taking of any part of the parking area within the Center, and no condemnation of such parking area, shall terminate this Lease or give Tenant any right to any abatement of rent thereunder.

20. LIENS.

Tenant shall keep the Premises and the Center of which the Premises are a part free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Tenant. In the event that Tenant shall not, within twenty (20) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Landlord shall have the right in addition to all other remedies provided herein and by law, but no obligation, to cause the same to be released by such means as it shall deem proper including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith including attorney's fees and costs shall be payable to Landlord by Tenant on demand with interest at the rate of ten percent (10%) per annum. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord and the Premises, and any other party having any interest therein, from mechanic's and materialmen's liens, and Tenant shall give to Landlord at least ten (10) business days prior written notice of the expected date of commencement of any work relating to alterations or additions to the Premises.

21. DEFAULT.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The abandonment of the Premises by Tenant (absence from the Premises for ten (10) days after default in payment of rent shall constitute an event of abandonment).

(b) Closure or cessation of business for thirty (30) calendar days.

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(c) The failure by Tenant to make any payment of rent or any other payment of charge required to be made by Tenant hereunder, ~~as and when due.~~ within five (5) days after same has become due and payable.

(d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease hereinafter to be served or performed by Tenant, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, provided, However, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said ten (10) day period and thereafter diligently prosecute such cure to completion. *

22. ~~REMEDIES.~~

In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

(a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such terms, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all personal property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such reletting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord may, at any time during the term of this Lease, elect to terminate this Lease by virtue of such previous default by Tenant. In the event of such termination, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default as specified in the following paragraph.

(b) Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including without limitation thereto, the following: (i) The worth at the time of the award of any unpaid rent which had been earned at the time of such termination plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have reasonable been avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State Law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in sub-paragraph, the "worth at the time of award" is computed by discounting such amount at the discount rate of ~~The Federal Reserve Bank in Denver at the time of award plus one~~

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* See pages 12A, 12B, 12C attached hereto and made a part hereof.

*Then in any of said cases Landlord may give to Tenant a notice terminating this Lease and upon the giving of said notice of termination this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the Expiration Date, but Tenant shall remain liable for damages as provided in Section 22A.

22. Re-Entry by Landlord

(a) If this Lease shall terminate as provided in Paragraph 21, Landlord or Landlord's against and employees may immediately or at any time thereafter re-enter the Premises, or any part thereof, either by summary dispossess proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any person therefrom, to the end that Landlord may have, hold and enjoy the Premises. The word "re-enter", as used herein, is not restricted to its technical legal meaning. If this lease is terminated under the provisions of Paragraph 21, or if Landlord shall re-enter the Premises under the provisions of this Section, or in the event of the termination of this lease, or of re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord the rent and any other payments due hereunder up to the time of such termination of this lease, or of such recovery of possession of the Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Section 22A.

(b) In the event of a breach or threatened breach by Tenant of any of its obligations under this lease, Landlord shall also have the right of injunction. The special remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies to which Landlord may lawfully be entitled at any time and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

(c) It this Lease shall terminate under the provisions of Section 21, or if Landlord shall re-enter the Premises under the provisions of this Section, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such monies shall be credited by Landlord against any rent or other payments due hereunder from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Section 22A pursuant to law.

22A. Damages

(a) If this Lease is terminated under the provisions of Section 21, or if Landlord shall re-enter the Premises under the provisions of Section 22, or in the event of the termination of this lease, or of re-entry by or under summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the then excess, if any, of (i) the aggregate amount of the rent and other payments due hereunder which would have been payable by Tenant for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the date contemplated as the Expiration Date if this Lease had not so terminated or if Landlord had not so re-entered the Premises, over (ii) the aggregate rental value of the Premises for the same period, or

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(ii) sums equal to the rent and other payments due hereunder which would have been payable by Tenant had this Lease not been so terminated, or had Landlord not so re-entered the Premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the date contemplated as the Expiration Date if this Lease had not so terminated or if Landlord had not so re-entered the Premises provided, however, that if Landlord shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expense incurred or paid by Landlord in terminating this lease or in re-entering the Premises and in securing possession thereof, as well as the expenses of reletting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, legal fees, and all other expenses properly chargeable against the Premises and the rental therefrom, it being understood that any such reletting may be for a period shorter or longer than the remaining term of this lease; but in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis shall be made of the rent received from such reletting and of the expenses of reletting.

If the Premises or any part thereof be relet by Landlord for the unexpired portion of the term of this lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Premises, or part thereof, so relet during the term of the reletting. Landlord shall not be liable in any way whatsoever for its failure or refusal to relet the Premises or any part thereof, or if the Premises are relet, for its failure to collect the rent under such reletting, and no such refusal or failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this lease.

22B. Suit for Recovery

Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this lease would have expired if it had not been so terminated under the provisions of Section 21, or under any provision of law, or had Landlord not re-entered the Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages by reason of the termination of this Lease or re-entry on the Premises for the default of Tenant under this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 22A.

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22C. Landlord's Lien on Personalty

In addition to any statutory landlord's lien, Landlord is hereby granted a valid security interest to secure payment of all rent and other payments becoming due hereunder and to secure payment of any loss or damage which Landlord may sustain because of any default in the performance of any provisions of this Lease to be kept, performed or observed by Tenant, upon all of Tenant's property and any other personal property of Tenant which may now or hereafter be installed or placed in the Premises and all proceeds thereof. The property subject to such security interest shall not be removed from the Premises without Landlord's consent so long as there shall be any default in the payment of rent or other payments due hereunder or in the performance of any provisions of this Lease which are to be kept, performed or observed by Tenant. If Tenant shall be in default in the performance of any of the provisions of this Lease to be kept, performed or observed by Tenant beyond the applicable grace period, if any, Landlord may, in addition to any other rights or remedies provided in this Lease or by law (including, without limitation, Landlord's statutory lien for rent), enter upon the Premises and take possession of Tenant's property and any other personal property of Tenant installed or placed in the Premises, without liability for trespass or conversion and sell the same at public or private sale. Upon request by Landlord, Tenant shall execute and deliver to Landlord any financing statement required to perfect the security interest of Landlord in the property subject to such security interest and the proceeds thereof. Landlord is hereby authorized to execute any such statement on behalf of Tenant.

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~~percent (1%). The term "rent", as used in this Article, shall be~~ deemed to be and to mean all rentals to be paid by Tenant pursuant to the terms of this Lease.

(c) Landlord shall not be deemed to be in default in the performance of any obligation required by it under this Lease, or under any Addenda executed in connection herewith, unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

(d) Tenant agrees to give any mortgagees and/or trust deed holders, by Registered Mail, a copy of any Notice of Default served upon the Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Lease, or otherwise), of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default on the part of the Landlord or if such default cannot be cured within that time, then such additional time as may be necessary if within thirty (30) days,, any mortgagee and/or trust deed holder has commenced and is pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so pursued.

(e) In addition to the remedies set forth hereinabove, Landlord expressly reserves such additional rights or remedies as may ~~be available at law or equity.~~

23. COSTS OF SUIT.

(a) If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgement.

(b) Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save and hold Landlord harmless from any judgement rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including attorney's fees, incurred by Landlord in or in connection with such litigation.

24. SURRENDER OF PREMISES BY TENANT.

On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises covered by Article 18 of this Lease, and except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of Article 9 of this Lease). Tenant shall remove all personal property prior to the expiration of the term, including any signs, notices and displays placed by Tenant. Tenant shall perform

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all restoration made necessary by the removal of any alterations or Tenant's personal property prior to the expiration of the term.

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration of termination of the term as allowed or required by this Lease. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the term shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposing of any alterations or Tenant's personal property.

If Tenant fails to surrender the Premises to Landlord on expiration of term as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

25. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of the Landlord, operate as an assignment to it of any or all such subleases or subtenacies

26. TRANSFER OF LANDLORD'S LEASE.

In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer all obligations of and liabilities accruing thereafter on the part of the Landlord provided that any funds in the hands of the Landlord at the time of transfer in which Tenant has an interest, shall be delivered to the successor of Landlord. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee provided all Landlord's obligations hereunder are assumed in writing by the transferee.

27. ASSIGNMENT, SUBLETTING AND ENCUMBRANCE.

(a) Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of Landlord and any attempt to do so without such consent being first had and obtained shall be voidable and, at Landlord's election, shall constitute a default under this Lease.

(b) Tenant's Application. In the event that Tenant intends to attempt an assignment, transfer, mortgage, pledge, hypothecation or encumbrance of this Lease or any interest therein, or any sublet of the Premises or any part thereof, Tenant shall submit in writing to Landlord, at least sixty (60) days prior, an application containing: (i) the name and legal composition of the proposed subtenant or assignee: (ii) the terms and provisions of the proposed transaction: and (iii) such reasonable financial information as Landlord may request concerning the proposed assignee, subtenant or encumbrance assignment, sublease or encumbrance by reason of Tenant's submittal of said application.

(c) Fees for Review. In the event that Tenant shall apply for an assignment, sublease or encumbrance under this Article, Tenant shall pay to Landlord the sum of $175.00 as a non-refundable fee for Landlord's time and processing incurred in connection with reviewing

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such application. In addition to said fees, Tenant shall pay to Landlord, in the event that Landlord retains the services of an attorney to review said application, all attorney's fees incurred by Landlord in connection with such review.

(d) No Release of Tenant. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by the Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

(e) Landlord's option to Terminate. Landlord shall have the right, to be exercised by giving notice to Tenant within thirty (30) days after receipt of Tenant's above-described notice, to terminate this Lease and recapture the Premises. If such notice of termination is given by Landlord, it shall serve to cancel and terminate this Lease with respect to the Premises.

28. INVOLUNTARY ASSIGNMENT.

No interest of Tenant in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment of the benefit of creditors;

(b) If a writ of attachment or execution is levied on the Lease;

(c) If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

29. ATTORNMENT.

In the event any proceedings ar brought for default under ground or any underlying lease or in the event of foreclosure or the exercise of the poser of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of this Lease.

30. SUBORDINATION

(a) This Lease at Landlord's option shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Premises or the land upon which the Premises are situated or both, and to the lien or any first mortgages or deeds of trust in any amount or amounts whatsoever now

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or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or on or against the Landlord's interest or estate therein, or on or against any ground or underlying lease without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of it's first mortgage, first deed of trust or ground lease, and shall give written notice thereof to Tenant, this lease shall be deemed prior to such first mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of the recording thereof.

(b) Tenant covenants and agrees to execute and deliver upon demand without charge therefor, such further instrument evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deed of trust as may be required by Landlord. Tenant hereby appoints Landlord as Tenant's attorney-in-fact, irrevocably, to execute and deliver any such agreements, instruments, releases, or other documents.

31. ESTOPPEL CERTIFICATE.

(a) Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenants knowledge any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) If the Tenant fails to deliver such statement within such time, Tenant irrevocably constitutes and appoints the Landlord as its special attorney-in-fact to execute and deliver such statement to any third party.

(d) If Landlord desires to finance or refinance said Premises, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Tenant. All such financial statements shall be used only for the purposes herein set forth.

32. SUBSTITUTED PREMISES.

Landlord reserves the right, upon not less than thirty (30) days prior written notice to Tenant, and upon the prior written consent of Tenant to substitute for the Premises, comparable net rentable area within the Center, having substantially equivalent net rentable area as the Premises, provided that Landlord shall pay all expenses reasonably incurred in removing Tenant's property to such new location, and upon the expiration of said written notice of not less than thirty (30) days, said new Premises shall be substituted for the Premises as the Premises as they existed before the substitution, rent specified in Article 4 of this Lease shall be reduced to a sum computed by multiplying said rent by a fraction, the numerator of which shall be the total number of square feet in the substituted

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Premises and the denominator of which shall be the total number of leasable square feet in the Premises before substitution.

33. NONRECORDABILITY OF LEASE.

Landlord and Tenant agree that in any and all events this lease shall not be recorded by Tenant.

34. QUIET ENJOYMENT.

Landlord covenants and agrees with Tenant that upon Tenant paying tent and other monetary sums due under the Lease, performing its covenants and conditions under the Lease and upon recognizing purchaser as Landlord pursuant hereto, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term, subject, however, to the terms of the Lease.

35. WAIVER OF REDEMPTION BY TENANT; HOLDING OVER.

Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgement of any court of by any legal process or writ, Tenant's right of occupancy of the lease Premises after any termination of this Lease. If Tenant holds over the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and in such case rent shall be payable monthly in an amount equal to 200% of the monthly rent payable during the last month of the lease term, and such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

36. RULES AND REGULATIONS.

The Rules and Regulations attached to this Lease as Exhibit C, as well as such reasonable rules and regulations as may be hereafter adopted by Landlord for the safety, care, utilization and cleanliness of the Premises and the Center, and the preservation of good order thereon, are hereby expressly made a part hereof, and Tenant agrees to comply with such rules and regulations. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Center of any of said rules and regulations.

37. RIGHT TO PERFORMANCE.

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after written notice thereof to Tenant, Landlord may, but shall not be obligated so to do, without waiving or releasing Tenant from any obligation of Tenant make any such payment and perform any other act on Tenant's part to be made or performed as provided to this Lease. All sums so paid by Landlord and all costs incidental thereto (including reasonable attorney's fees), together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord shall be payable by Tenant on demand, and Tenant hereby covenants to pay any and all such sums. Landlord shall have in addition to any other right or remedy for payment of sums due under this paragraph the same remedies as in the case of default by Tenant in the payment of the rent.

38. NAME OF CENTER.

Tenant shall not use the name of the Center for any purpose other than the address of the business to be conducted by Tenant in the Premises. Tenant shall not use any picture of the Center in its advertising, stationary or in any other manner implying that the

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entire Center is leased by Tenant. Landlord expressly reserves the right at any time to change said name without in any manner being liable to Tenant therefore.

39. NOTICES.

Any notice required or permitted to be given hereunder by Tenant shall be deposited in the United State mails, duly registered or certified with postage fully prepaid thereon, to Landlord at Landlord's address set forth after Landlord's signature at the end of this Lease, or to such other address to which Tenant last forwarded rent, and to such other parties as Landlord may from time to time designate. Any notice required or permitted to be give hereunder by Landlord may be mailed as above stated or delivered personally to Tenant at the address of the Premises. Either party may by written notice similarly give designate a different address for notice purposes, except that Landlord may in any event use the Premises as Tenant's address for notice purposes. Notice shall be effective when mailed or delivered as above specified.

40. WAIVER

No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default, it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

41. DEFINITIONS.

(a) The definitions contained in this Lease shall be used to interpret this Lease.

(b) As used in this Lease, the words "LANDLORD" and "TENANT" shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and the word in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord and Tenant shall be joint and several; as to a tenant which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community property. The term "LANDLORD" shall mean only the owner or owners at the time in question of the fee title or a Tenant's interest in a ground lease of the Premises. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

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42. MISCELLANEOUS.

(a) Execution by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises; and this document becomes effective and binding only upon execution and delivery hereof by Tenant and by Landlord. No act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

(b) No partnership. Landlord shall not become or be deemed a partner of or joint venturer with Tenant by reason of the provision of this Lease.

(c) Signs. Tenant shall not place or permit to be placed in or upon the Premises, where visible from outside the Premises, or outside the Premises or any part of the Building any signs, notices, drapes, shutters, blinds or displays of any type without written consent of Landlord. See Article 43.

(d) Parking. Tenant shall have the right to use in common with other tenants or occupants of the Center the parking facilities of the Center, if any subject to the monthly rates, rules and regulations, and any other charges of Landlord for such parking facilities which may be established or altered by Landlord at any time or from time to time during the term hereof.

Furthermore, Landlord shall have certain other rights and authority relative to the use and control of the parking areas, including, without limitations, the right to increase or decrease the size of the parking areas; to rearrange the parking spaces and improvements on the parking areas; to take all or any portion of the parking areas for the purpose of maintaining, repairing or restoring same, or for the purpose of construction and/or operating commercial building, structures or areas thereon or adjacent thereto; to have ingress and egress in connection with any such construction and/or operation; and to do and perform such other acts in, to, and with respect to the parking areas as in the use of good business judgement Landlord shall determine to be appropriate for the parking areas.

(e) Captions and Attachments.

(1) The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Lease.

(2) The exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease, and are incorporated herein.

(f) Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

(g) Interest. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at ten percent (10%) per annum from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

(h) Binding Effect; Choice of Law. The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restricting assignment, subletting, or encumbrance by Tenant and subject to Article 26 of this Lease, all of the provisions hereof shall bind and inure to the benefit of the

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parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Colorado.

(i) Time, Joint and Several Liability. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

(j) Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

(k) Tenant acknowledges that the Center and the premises occupied by Tenant hereunder are subject to easements and benefits, burdens, and certain Declarations of Restrictions as set forth in certain declarations of covenants, conditions and restrictions for Mission Trace at the Springs, entered into by and between Charles Golding Jr., and Dillon Real Estate Co., Inc. of Kansas, recorded in Book 3893 at Page 1222 in the Records of El Paso County, State of Colorado, Tenant further acknowledges that Landlord is the owner of only a portion of the Center, which portion is described in Exhibit C-4 hereto.

43. SIGN.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the lease Premises any sign, awning or canopy, or advertising matter or other thing of lettering or advertising matter on the glass of any window or door of the leased Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all time. Tenant shall not place or suffer to be placed any merchandise, equipment or other items outside the building on the Premises. Signs shall be in strict accordance with Exhibit B.

44. INCORPORATION OR PRIOR AGREEMENTS; AMENDMENTS.

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

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IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the date and year first above written.

LANDLORD:

The Guardian Life Insurance Company of America

By: _____

ADDRESS:

201 Park Avenue South

New York, NY 10003

TENANT:

By: _____ 1-2-91
Joon Gil Yi

By: _____
Ok Boon Yi

ADDRESS:

3217 South Academy Boulevard

Colorado Springs, CO 80916

(If Tenant is a corporation, the corporate seal must be affixed and the authorized officers must sign on behalf of the corporation.)

SIGNATURE PAGE

LL

ADDENDUM TO LEASE

This Addendum, made and entered into this 1st day of December, 1990 by and between THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA (hereinafter "Landlord"), and Joon Gil Yi and Ok Boon Yi (hereinafter "Tenant"), and executed concurrent with the same parties.

The parties agree to the following amendments and agreements as part of the Lease:

A) Upon the mutual execution of this Lease, Landlord shall complete the following improvements to the Leased Premises:

1) Paint existing interior walls,

2) Remove existing carpeting in Laundry Facility and replace with standard VCT Commercial Tile.

B) Refer to page 2 and 3, Paragraph 6, Item 3, not withstanding foregoing the following four (4) instances in which case Tenant's share shall be calculated as set forth below:

(a) **Trash Removal.** Tenant's Share of Common Area Maintenance Expenses for trash removal shall equal the percentage that the total number of square feet in the Premises bears to the total number of leasable square feet in the Center in which the Premises are located to which service is being offered.

(b) **Building Repairs.** Tenant's Share of Common Area Maintenance Expenses for building repairs shall equal the percentage that the total number of square feet in the Premises bears to the total number of leasable square feet in the Center in which the Premises are located for which service is being offered.

(c) **Real Estate Taxes.** Tenant's Share of Common Area Maintenance Expenses for real estate taxes shall equal the percentage that the total number of square feet in the Premises bears to the total number of leasable square feet in the Center in which the Premises are located for which Landlord pays real estate taxes.

(d) **Fire and Casualty Insurance.** Tenant's Share of Common Area Maintenance Expenses for fire and casualty insurance shall equal the percentage that the total number of square feet in the Premises bears to the total number of leasable square feet in the Center in which the Premises are located for which Landlord provides Fire and Casualty Insurance.

LANDLORD:

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

BY: Celeste P. Caruso DATE: 25 January 1991

TENANT:

Joon Gil Yi and Ok Boon Yi

BY: _____ DATE: 1-2-91

BY: Joon Gil Yi DATE: 1-2-91

Ok Boon Yi

EXHIBIT "A"

FIRST OPTION

~~First Option to Renew Lease. Tenant shall have and~~ is hereby given the option to renew and extend this Lease for and additional term of _____ (_____) years to commence concurrently with the expiration of the term thereof and to expire _____ (_____) years after the commencement date of said renewal term, or until renewal term shall sooner cease and expire under the provisions of this Lease, upon the same terms and conditions as those herein contained, except that the minimum rental will escalate to * _____ ($_____) per year, payable on the first day of each month in advance, without notice, at such place as the Landlord may from time to time, specify in writing, in equal monthly installments of * _____ (_____) per month.

Tenant shall give Landlord written notice of his decision to exercise this option on said premises ninety (90) days prior to the conclusion of any lease term presently in effect, or forfeit such ~~right to exercise this option.~~

~~The monthly rental payable by Tenant under Article 4 "RENT" of this Lease~~ shall be increased upon the commencement of the first renewal term and upon the expiration of each twelve (12) month period thereafter according to the increase in the "Consumer Price Index", as hereinafter defined. As used herein, the term "Consumer Price Index" shall mean the United States Cost of Living Index, published by the Bureau of Labor Statistics (Denver, all Items Index, New Base). The amount of such increase in the monthly rental shall be determined by multiplying the monthly rental by a fraction, the denominator of which shall be the most recent Consumer Price Index figure published prior to the original commencement date of the term of this Lease, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the date of such adjustment; provided, however, that in no event shall the monthly rental for any month be less than the monthly rental for the immediately preceding month. Should Landlord lack sufficient data to determine the adjusted monthly rental on the date of any such adjustment, Tenant shall continue to pay the monthly rental payable immediately prior to such adjustment date. As soon as Landlord obtains the necessary data, it shall determine the monthly rental payable from and after such adjustment date and shall notify Tenant of the adjustment in writing. Should the monthly rental for the period following such adjustment date exceed the amount previously paid by Tenant for such period, Tenant shall forthwith pay the difference to Landlord. If the Consumer Price Index is discontinued or revised during the term, as extended, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Consumer Price Index had not been discontinued or revised. If Tenant exercises its second renewal option, the monthly rental payable by Tenant for the month immediately preceding the commencement of the second renewal term i.e., the monthly rental payable under Article 4, as increased by the applicable CPI changes, (hereinafter the Adjusted Monthly Rental") shall be adjusted upon the commencement of the second renewal term and upon the expiration of each twelve (12) month period thereafter by multiplying the adjusted monthly rental by a fraction the denominator of which shall be the most recent consumer price index figure published prior to the original commencement date of the term of this lease and numerator of which shall be the most recent consumer price index figure published prior to the date of such adjustment provided, however, that in no event shall the monthly rental for any month be less than the monthly rental for the immediately preceding month.

EXHIBIT "B"

SECOND OPTION

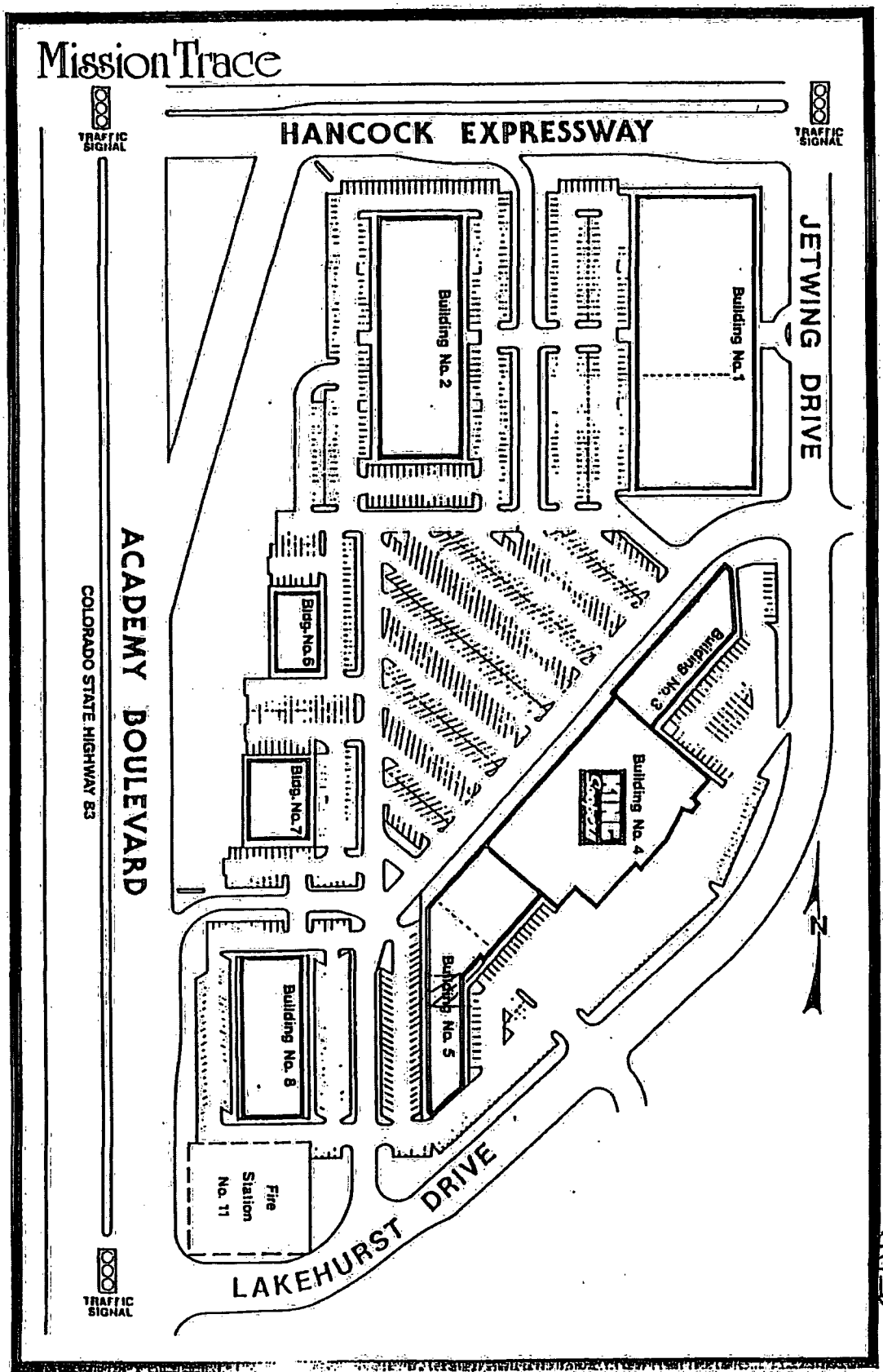
~~Second Option to Renew Lease. Tenant shall have and~~ is hereby given the option to renew and extend this Lease for and additional term of _____ (_____) years to commence concurrently with the expiration of the term thereof and to expire _____ (_____) years after the commencement date of said renewal term, or until renewal term shall sooner cease and expire under the provisions of this Lease, upon the same terms and conditions as those herein contained, except that the minimum rental will escalate to * _____ ($_____) per year, payable on the first day of each month in advance, without notice, at such place as the Landlord may from time to time, specify in writing, in equal monthly installments of * _____ (_____) per month.

Tenant shall give Landlord written notice of his decision to exercise this option on said premises ninety (90) days prior to the conclusion of any lease term presently in effect, or forfeit such ~~right to exercise this option.~~

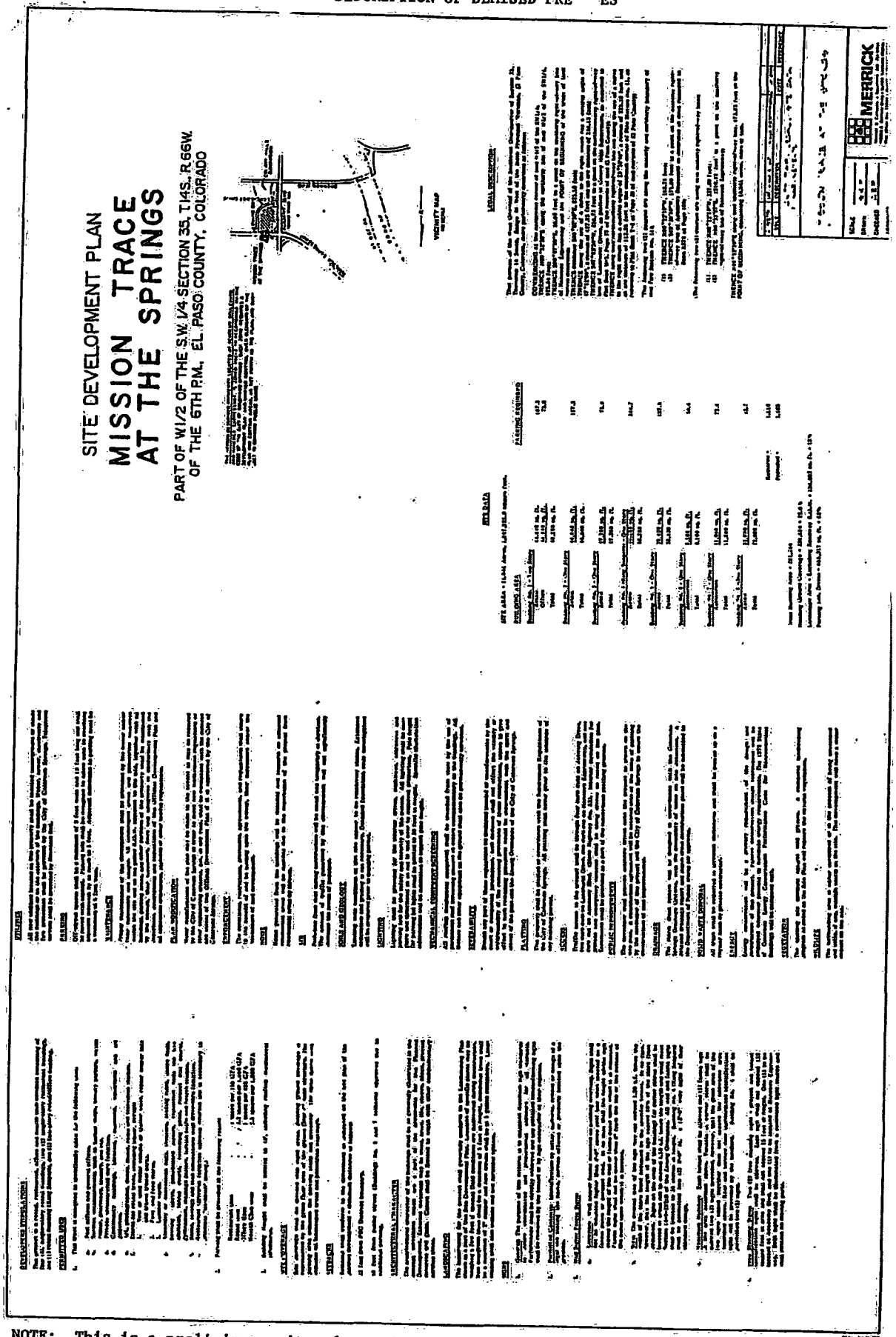
~~*The monthly rental payable by Tenant under Article 4 "RENT" of this Lease~~ shall be increased upon the commencement of the first renewal term and upon the expiration of each twelve (12) month period thereafter according to the increase in the "Consumer Price Index", as hereinafter defined. As used herein, the term "Consumer Price Index" shall mean the United States Cost of Living Index, published by the Bureau of Labor Statistics (Denver, all Items Index, New Base). The amount of such increase in the monthly rental shall be determined by multiplying the monthly rental by a fraction, the denominator of which shall be the most recent Consumer Price Index figure published prior to the original commencement date of the term of this Lease, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the date of such adjustment; provided, however, that in no event shall the monthly rental for any month be less than the monthly rental for the immediately preceding month. Should Landlord lack sufficient data to determine the adjusted monthly rental on the date of any such adjustment, Tenant shall continue to pay the monthly rental payable immediately prior to such adjustment date. As soon as Landlord obtains the necessary data, it shall determine the monthly rental payable from and after such adjustment date and shall notify Tenant of the adjustment in writing. Should the monthly rental for the period following such adjustment date exceed the amount previously paid by Tenant for such period, Tenant shall forthwith pay the difference to Landlord. If the Consumer Price Index is discontinued or revised during the term, as extended, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Consumer Price Index had not been discontinued or revised. If Tenant exercises its second renewal option, the monthly rental payable by Tenant for the month immediately preceding the commencement of the second renewal term i.e., the monthly rental payable under Article 4, as increased by the applicable CPI changes, (hereinafter the Adjusted Monthly Rental") shall be adjusted upon the commencement of the second renewal term and upon the expiration of each twelve (12) month period thereafter by multiplying the adjusted monthly rental by a fraction the denominator of which shall be the most recent consumer price index figure published prior to the original commencement date of the term of this lease and numerator of which shall be the most recent consumer price index figure published prior to the date of such adjustment provided, however, that in no event shall the monthly rental for any month be less than the monthly rental for the immediately preceding month.

EXHIBIT "C"

DESCRIPTION OF DEMISED PREMISES



DESCRIPTION OF DEMISED PRE ES



NOTE: This is a preliminary site plan and Landlord is not necessarily bound to construct the buildings in the exact place, size, or configuration set forth hereon.

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EXHIBIT "D-3"

DESCRIPTION OF DEMISED PREMISES

Building Number 5

Street Address or Demised Premises

3217 South Academy Boulevard

Colorado Springs, Colorado 80916

Floor Area: 2,413 Square Feet

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EXHIBIT "C-4"

PROPERTY DESCRIPTION

Lots 1, 2, 3, 5 and 8, Block 1 Mission Trace at the Springs Filing no. 2 according to the plat recorded on August 26, 1985 in Plat Book Z3 at Page 8, in the Records of El Paso County, Colorado.

Together with non-exclusive easements, including but not limited to, passage and parking of vehicles, pedestrian traffic and access easements as covered in Declaration of Covenants, Conditions and Restrictions for Mission Trace Shopping Center recorded July 12, 1984, in Book 3893 at Page 1221.

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EXHIBIT "D-1"

MISSION TRACE SIGN CRITERIA

Each Tenant shall submit or cause to be submitted within three weeks of date of execution of this Lease, to the Landlord for approval before fabrication, at least two (2), copies of detailed drawings, indicating the location, layout, size design and color of the proposed signs, including all lettering and/or graphics.

All permits for signs and their installation shall be obtained by the Tenant or his representative and comply with all City laws.

Tenant shall be responsible for the fulfillment of all requirements and specifications. Tenant is also responsible for providing Landlord a 24 hour notice prior to sign installation to allow Landlord the opportunity to assist in placement of the sign.

All signs shall be constructed and installed at Tenant's expense.

All Tenants are obligated to have a sign (corner Tenants must sign both sides of Building) and all signs shall be reviewed for conformance with this criteria and overall design quality. All signs shall be submitted to Landlord's architectural department and shall be reviewed within five (5) working days. Approval and disapproval of sign submittals based on aesthetics or design shall remain in sole right of the Landlord. All signs shall be limited to individual letters mounted on an exposed 7" high and 8" deep raceway center mounted within 7 1/2" recessed portion of the fascia (See attached Exhibit D-2 and D-3). The raceway will be painted Fuller-O'Brien Whisper White with a texture finish. All bracing must be concealed within the sign. Landlord shall provide a conduit to the back of the recessed portion of the fascia panel. (See Exhibit D-2) The sign manufacturer should construct the sign in such a manner that the conduit will be installed into the back of the raceway. Under no circumstances may any conduits or disconnects be visible after the sign is installed.

All sign lettering shall be internally illuminated. No blinking, flashing or animated sign letters will be permitted. All signs shall be on a central circuit that controls all the signs in the Center. The circuit shall come on with a photo cell and turn off with a timer. The hours of operation of all signs shall be controlled by the Landlord.

Wall and/or fascia mounted signs shall not be mounted higher than 4"0" above roof line when located on a fascia panel or parapet wall. No sign lettering will be allowed within six inches (6") from the top or bottom of the mansard/fascia panel. All sign lettering must be placed on fascia according to Landlord. The width of the sign lettering shall be five inches (5") in depth. Sign Letter Size shall be a maximum of 36" in height and a minimum sign lettering of fifteen inches (15") in height. All sign lettering shall have bronze Jewel Lite trim. The sign manufacturer shall install a waterproof, flush mounted, disconnect in the raceway at one end of the sign in such a manner that only the toggle switch protrudes from the raceway.

The overall size of the sign may not exceed 1.50 square feet times the width of the store front occupied by the Tenant. In no case may the length of the sign exceed 80% of the store front occupied. Signs on the ends of the buildings for corner stores

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shall be located in areas not to exceed 1.50 square feet times the length and shall meet section 14-0-202;B of the City of Colorado Springs Zoning Ordinance.

Letter style will not be restricted; letter style should, however, be compatible with the design character of the Center as determined by Landlord.

Caution should be taken when selecting sign lettering colors so as to maximize sign visibility during daylight hours. Wording or sign lettering shall not include specific products that the Tenant might sell (manufacturers' brand names). Generic names (delicatessen, bedding, furniture) of products sold by the tenant shall be acceptable. Logos are acceptable and subject to approval of the Landlord. Cans for logos shall not exceed height of a single line of lettering.

Conformance will be strictly enforced and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the Tenant.

Rear and service door standardized identification signs will be provided by the Landlord. Tenants may not install this sign without prior consent from the Landlord.

Landlord has exclusive contract over free standing project signs and free standing low profile signs for the project. The number of signs is limited, and their location is vital to the coordination of Center-wide signage. Consequently, Landlord, at Landlord's sole discretion, will determine size, shape, color, configuration, location and copy for any and all free standing signage. Any such sign installed at Mission Trace without Landlord's approval shall be removed at Tenant's expense within ten (10) days after Landlord's notification of same.

INITIAL _____

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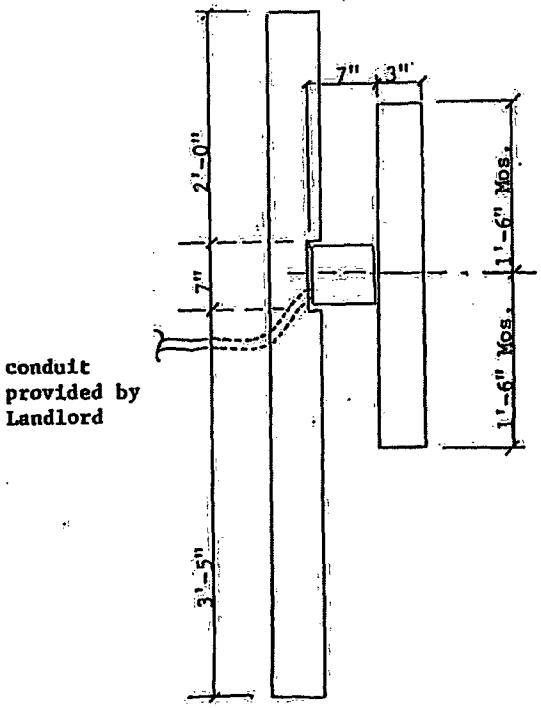
EXHIBIT "D-2"

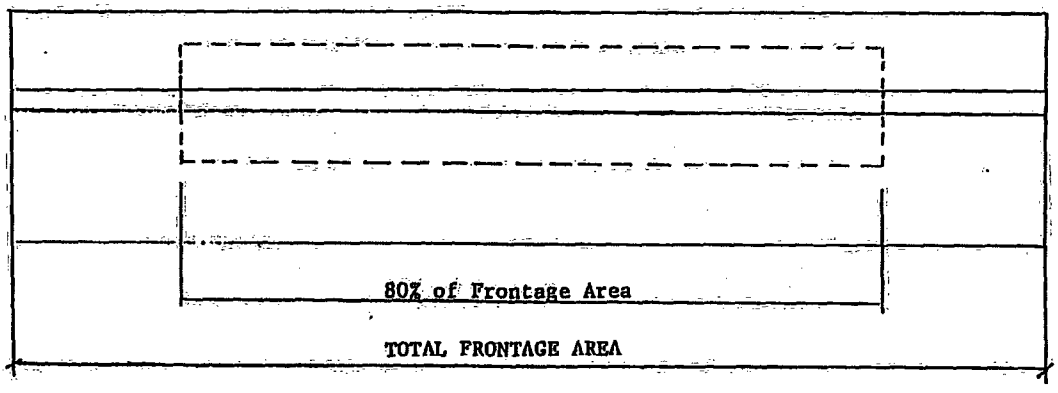
MISSION TRACE SIGN CRITERIA



All signs must be U.L. Approved; 60 M.A. Transformers on all Mercury (Argon Gas) Tubing - 30 M.A. Transformers may be used on red neon tubing. Raceway to be painted Fuller O'Brien Whisper White textured finish. Height of raceway to be precisely 7" & depth to 7" with of letters to be 5".

Letter returns must be painted Benjamin Moore Iron Clad Bronze Tone #163-60.

EXHIBIT "D-3"



INITIAL _____

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EXHIBIT "E"

RULES AND REGULATIONS

1. GENERAL PROVISIONS RELATING TO CONSTRUCTION

a. Tenant shall cause the work to be installed by Tenant's Contractor pursuant to the approved final plans and specifications at Tenant's sole cost expense.

b. Tenant shall cause its Contractor to perform the work and supply new materials in compliance with the approved plans and to have such work performed diligently and in a first class workmanlike manner in compliance with applicable laws and codes and with applicable standards of the local Building Code, National Board of Fire Underwriters, the local Electric Code, the American Gas Association and the American Society of Heating, Refrigerating and Air Conditioning Engineers.

c. Tenant agrees at Tenant's expense to obtain and maintain public liability and workmen's compensation insurance adequate to fully protect Landlord as well as Tenant from and against any and all liability for death or injury to person or damage to property caused in or about or by reason of the construction of any work which is obligation hereunder.

2. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building or the Premises without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass or any window, door, partition or wall which may appear unsightly from outside the Premises.

3. Any directory, Center identification sign, or Common Sign used by any or all tenants in the Center is controlled exclusively by the Landlord. Landlord reserves the right to determine content, design, placement, and any other matters relating to same in the future.

4. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, exits, entrances, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Center and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any tenant shall go upon the roof of the Center.

5. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Premises without the written consent of Landlord.

INITIAL _____

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6. The toilet rooms, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.

7. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted except with the prior written consent of the Landlord and as the Landlord may direct.

8. No furniture, freight or equipment of any kind shall be brought into the Tenants Building without the consent of Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate, Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or other property sustained during the moving or maintaining of same and any repair to such property shall be at the expense of Tenant. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.

9. Tenant shall not use, keep or permit to be used or keep any food or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building. No Tenant shall make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring Buildings or Premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No Tenant shall throw anything out of doors or down the passageways.

10. The Premises shall not be used for the manufacture or sale of liquor, narcotics, or tobacco in any form. No Tenant shall engage or pay any employees on the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any illegal purposes.

11. Tenant shall not use or keep in the Premises or the Respective Building (s) any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

12. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wiring will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

13. The Tenant upon termination of the tenancy, shall deliver to the Landlord the keys of the offices, rooms and toilet rooms which shall have been furnished, shall pay the Landlord the cost

INITIAL _____

of replacing same or of changing the lock or locks opened by such lost key if Landlord deems if necessary to make such change.

14. No Tenant shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

15. Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Center.

16. Tenant shall not disturb or canvas any occupant of the Center nor shall Tenant solicit in the Center, and Tenant shall cooperate to prevent any such disturbance, canvassing and/or solicitation.

17. Landlord reserves the right to exclude or expel from the Center any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor of drugs, or shall in any manner do any act in violation of any of the rules and regulations of the Center.

18. The requirements of Tenant will be attended to only upon application at the Office of the Center. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord, and, no employee will admit any person (Tenant or otherwise) to any office without specific instructions from the Landlord.

19. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises or the Respective Building without the written consent of the Landlord.

20. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and the street address of the Center of which the Premises are a part. Without the written consent of Landlord, Tenant shall not use the name of the Center in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

21. Tenant agrees that it shall comply with all fire security regulations that may be issued from time to time by Landlord and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire of security regulations.

22. Landlord reserves the right by written notice to Tenant, to rescind, alter Premises or Center or waive any rule or regulation at any time prescribed for the Premises or Center when, in Landlord's judgement, it is necessary, desirable or proper for the best interest of the Center and its tenants.

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EXHIBIT "F"

RESPONSIBILITY OF IMPROVEMENTS

A. Specifications and Improvements by Landlord at Landlord's Expense.

1. Provide building shell, concrete floor, painted exterior walls.

2. Provide insulated (3 1/2 BATT) taped demising walls.

3. Provide a 2 x 4 grid and acoustical-tiled ceiling at 8'-0" above finished floor.

4. Provide one 1/2 bath with door, walls taped and prepared for paint to include adequate domestic hot water equal to one six gallon hot water heater recessed in ceiling, one water closet and one wall hung lavatory. One light switch, one fan, one incandescent light located above lavatory, and one set of handicapped grab bars. No mirrors, paper holders, or vanities are included.

5. Electrical Service including (120/208v) 100 amps of service; one 2 x 4 (4 tube) recessed fluorescent light fixture for every 125 sq. ft. of floor area, and one duplex receptacle at 15" above finished floor, for every 16 linear feet of demising wall only. **One phone location (conduit and electrical box only.

6. Forced air duct-type heating and air conditioning equipment and one thermostat. Flex duct, supply air diffusers and return air grills are included.*

7. Glass store front which includes one 3'-0" x 6'-8" single action glass door.

8. One rear door where applicable.

9. Parking lot paving and striping and exterior lighting poles and landscaping.

B. Description of Tenant's Work at Tenant's Expense.

1. Provide an adequate number of Tenant construction drawing to Landlord showing all of Tenant's interior improvements in subject space. Said drawings will be done by a draftsman or architect approved by Landlord. Subject plans will be delivered to Landlord within three (3) weeks of date of execution of this Lease.

2. All wall covering whether it be paint, paper or paneling.

3. All floor covering whether it be carpet, tile or baseboard.

4. All interior partitions, doors and hardware, shelving and miscellaneous carpentry.

5. Any extra electrical needed to service space including cost for extra outlets, switches, lighting, increased service size, exterior sign hook-up into the building's Central Signage Circuit as outlined in Exhibit "D", "Sign Criteria".

6. Any extra plumbing including extra bathrooms, sinks, water outlets, floor drains and grease traps.

7. Any extra HVAC units or duct work, diffusers and air grills.

EXHIBIT "F" (Continued)

8. Exterior Tenant Identification Sign.

9. General decorating and installation of fixtures in subject space.

10. Any and all other items not mentioned in "A. Specifications and Improvements by Landlord at Landlord's Expense" above shall be paid for by Tenant.

*HVAC as laid out by The Charles Golding Company; extra needs will be at Tenant's expense.

**Mountain Bell runs service to Building. It is the Tenant's responsibility to coordinate with the phone company of their choice to hook up and install phone system.

LL

EXHIBIT "G"
GUARANTEE OF LEASE

WHEREAS a certain lease of even date herewith has been, or will be, executed by and between The Guardian Life Insurance Company of America, a New York corporation therein and herein referred to as "Landlord," and Joon Gil Yi and Ok Boon Yi, therein referred to as "Tenant," covering certain premises in the City of Colorado Springs, County of El Paso, State of Colorado; and 3217 South Academy Boulevard, Colorado Springs, Colorado 80916.

WHEREAS, the Landlord under said lease requires as a condition to its execution of said lease that the undersigned guarantee the full performance of the obligations of Tenant thereunder; and

WHEREAS, the undersigned is desirous that Landlord enter into said lease with Tenant.

NOW, THEREFORE, in consideration of the execution of said lease by Landlord, the undersigned hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of said lease to be kept and performed by said Tenant, including the payment of all rentals and other charges to accrue thereunder. The undersigned further agrees as follows:

1. This Covenant and agreement on its part shall constitute in favor of the Landlord notwithstanding any extension, modification, or alteration of said lease entered into by and between the parties thereto, or their successors or assigns, or notwithstanding any assignment of said lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the above referred to lease shall in any manner release or discharge the undersigned and it does hereby consent thereto.

2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.

3. Landlord may, without notice, assign this Guarantee of Lease in whole or in part, and no assignment or transfer of the lease shall operate to extinguish or diminish the liability of the undersigned thereunder.

4. The liability of the undersigned under this Guarantee of Lease shall be primary; and in any right of action which shall accrue to Landlord under the lease, Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against the Tenant.

5. The undersigned shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed, or in enforcing this Guarantee of Lease against the undersigned, individually and jointly.

6. The undersigned does hereby waive notice of any demand by the Landlord, as well as any notice of default in the payment of rent of any other amount contained or reserved in the lease.

7. The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of the Guarantee shall be binding upon

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and inure to the benefit of the respective successors and assigns of the parties herein named.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed this 1st day of December, 1990.

If Guarantor shall be a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. This guarantee must be executed by the president or vice-president and the secretary or assistant secretary unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, must be attached hereto. Also, the appropriate corporate seal must be affixed.

GUARANTOR NUMBER 1.

12-2-91

Boon Gil Yi
Address: _____

GUARANTOR NUMBER 2.

12-2-91

Ok Boon Yi
Address: _____

GUARANTOR NUMBER 3.

_____

Address: _____

EXHIBIT H

RENT PAYMENT SCHEDULE

MONTH	SQ. FOOTAGE	RATE/S.F.	MONTHLY RENT DUE	ANNUAL RENT DUE
1 -12	2,413	$7.83	$1,574.48	$18,893.79
13-24	2,413	$8.83	$1,775.57	$21,306.79
25-36	2,413	$9.83	$1,976.65	$23,719.79
37-48	2,413	$10.83	$2,177.73	$26,132.79
49-60	2,413	$11.83	$2,378.82	$28,545.79

Initial

ASSIGNMENT AND CONSENT

Assignment and Consent date 15 October, 1993, by and between Joon Gil Yi and Ok Boon Yi, having a place of business at 3217 S. Academy Blvd., Colorado Springs, CO 80916 ("Assignor"); Sun P. and William Muse having a place of business at 3217 S. Academy Blvd., Colorado Springs, CO 80916 ("Assignee") and The Guardian Life Insurance Company of America having a place of business at 210 Park Avenue South, New York, New York 10003 ("Landlord").

WITNESSETH:

WHEREAS, Assignor leased 2413 sq.ft. in the premises located at 3217 South Academy Blvd., Colorado Springs, CO 80916 pursuant to a lease dated December 1, 1990, by and between Joon Gil Yi and Ok Boon Yi (Tenant) and The Guardian Life Insurance Company of America (Landlord) (the "Lease");

WHEREAS, Assignor desires to assign all its right, title, an interest in the Lease to Assignee; and,

WHEREAS, such assignment requires the consent of Landlord under the terms of the Lease.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to Assignor and Landlord and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors, and assigns all the right, title, and interest of Assignor in an to the Lease, including a security deposit in the amount of Two Thousand Five Hundred Thirteen and 54/100 ($ 2,513.54) held by Landlord, to have and to hold the same from the date hereof for all of the rest of the term mentioned in the Lease, subject to the rents, covenants, conditions, and provisions therein contained.

2. Assignor represents that Assignor is the holder of the Tenant's interest under the Lease free and clear of any lien, claim, or encumbrance and that the Lease is in full force and effect.

3. Landlord hereby consents to the foregoing assignment of the Lease by Assignor to Assignee upon the terms and conditions set forth below to each of which Assignor and Assignee expressly agree.

4. Landlord makes no representations or warranties with respect to the Lease including, but not limited to, Assignor's compliance or default thereunder not does Landlord's consent to this assignment confirm any of Assignor's representations herein. Landlord represents, however, that it does not have any knowledge of any existing default under the Lease. Notwithstanding the foregoing, Landlord shall not be estopped from enforcing any rights and remedies available to it under the terms of the Lease or otherwise against Assignor or Assignee if a default by Assignor under the Lease is found to have existed as of the date of this Assignment or if a condition existed as of the date of this Assignment which would with the passage of time result in a default under the Lease.

5. Nothing herein contained shall be construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Lease (except as may be herein expressly provided) or to waive any breach of Assignor in the due keeping, observance, or performance thereof.

6. Assignee, for Assignee and the successors and assigns of Assignee, hereby recognizes and agrees to be bound by all of the covenants, agreements, terms, provisions, and conditions contained in the Lease, and hereby assumes and agrees to pay the rent, additional rent, damages, and all other sums now

EXHIBIT D-3

and hereafter payable by Assignor thereunder, and to keep and perform, and to permit no violation of, each and every covenant, agreement, term provision, and condition therein set forth on the part and on behalf of Assignor thereunder to be kept and performed.

7. This consent shall not be assignable.

8. This consent shall not be construed as a consent by Landlord to, or as permitting, any other or further assignment of the Lease by Assignor or by Assignee and no further or other assignment of the Lease, in whole or part, shall be made by Assignor or Assignee or the successors or assigns of either without the written consent of Landlord first had and obtained in every case.

9. Landlord shall be under no obligation to commence proceedings or exhaust its remedies against Assignee before proceeding against Assignor for any redress provided for in the Lease, this Assignment and Consent, or by law.

10. The obligations of Assignor under the Lease and under this Assignment and Consent shall not be discharged or otherwise affected by reason of the giving or withholding of any consent or approval for which provision is made in the Lease or by reason of any amendment, modification, or renewal of the Lease hereafter entered into by Landlord and Assignee.

IN WITNESS WHEREOF, this Assignment and Consent has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR: JOON GIL YI & OK BOON YI

By: _____

By: _____

_____
Witness

ASSIGNEE: SUN P. MUSE and WILLIAM MUSE

_____
Witness

By: _____

BY: _____

LANDLORD:

THE GUARDIAN LIFE INSURANCE COMPANY

By _____

CELESTE P. CAWRSE
ASSISTANT VICE PRESIDENT, REAL ESTATE

and hereafter payable by Assignor thereunder, and to keep and perform, and to permit no violation of, each and every covenant, agreement, term provision, and condition therein set forth on the part and on behalf of Assignor thereunder to be kept and performed.

7. This consent shall not be assignable.

8. This consent shall not be construed as a consent by Landlord to, or as permitting, any other or further assignment of the Lease by Assignor or by Assignee and no further or other assignment of the Lease, in whole or part, shall be made by Assignor or Assignee or the successors or assigns of either without the written consent of Landlord first had and obtained in every case.

9. Landlord shall be under no obligation to commence proceedings or exhaust its remedies against Assignee before proceeding against Assignor for any redress provided for in the Lease, this Assignment and Consent, or by law.

10. The obligations of Assignor under the Lease and under this Assignment and Consent shall not be discharged or otherwise affected by reason of the giving or withholding of any consent or approval for which provision is made in the Lease or by reason of any amendment, modification, or renewal of the Lease hereafter entered into by Landlord and Assignee.

IN WITNESS WHEREOF, this Assignment and Consent has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR: JOON GIL YI & OK BOON YI

By: _____

By: _____

_____
Witness

ASSIGNEE: SUN P. MUSE and WILLIAM MUSE

_____
Witness

By: _____

BY: _____

ASSIGNOR: Sun P. Muse & William Muse

_____

_____

LANDLORD:

THE GUARDIAN LIFE INSURANCE COMPANY

ASSIGNEE: Chong S. Hall

By _____

_____

CELESTE P. CAWRSE
ASSISTANT VICE PRESIDENT, REAL ESTATE

CONSENT & WAIVER

BY LANDLORD, MORTGAGEE OR OWNER OF REAL ESTATE

(Hereinafter referred to as "Undersigned")

I. For good and valuable consideration, receipt of which is hereby acknowledged, Undersigned, The Guardian Life Insurance Company of America, 201 Park Avenue South New York, New York, being landlord and owner of certain real estate known as Mission Trace at the Springs Shopping Center, 3217 S. Academy, Colorado Springs, Colorado, said premises
now being, or to be occupied by King's One Hour Dry Cleaners, hereinafter referred to as "Occupant" and said Occupant having leased or purchased or will lease or purchase from Liberty Leasing Company, 4201 Westown Parkway, Suite 122, West Des Moines, Iowa 50266, hereinafter referred to as "Liberty", the following equipment, described or to be described in a certain Lease or Conditional Sales Contract, hereinafter referred to as "instrument" (and by reference made a part hereof), dated Oct 13, 1993 between Liberty and Occupant, the Owner or Lessee of said equipment (the "Equipment") described as follows:

Complete Equipment listing on attached "Equipment Schedule".

II. To induce Liberty to enter into such instrument landlord agrees, as follows:

(1) The Equipment shall remain personal property removable by Liberty or assigns to conform with paragraph III; and Liberty shall have such access to the premises at reasonable times as may be required for personal inspections, sale and removal;
(2) The landlord waives any right, title, lien or interest which it may now have or may hereafter acquire in the Equipment, including all right of levy or distraint for rent;

III. The landlord agreement in paragraph II is conditional upon the following:

(1) Liberty shall give the landlord notice (by certified or registered mail, return receipt requested to the address set forth below) of any intention on Liberty's part to remove the Equipment or any part thereof. Such notice shall not be given unless a default under the instruments (to be specified in such notice) has occurred and continued beyond any time given debtor thereunder to cure such default; and Liberty shall not enter premises (other than for inspection purposes) or remove any Equipment therefrom by reason of such default (a) for twenty days after receipt of such notice, (b) if within twenty days, such default is not cured, Liberty may exercise the rights granted under paragraph II. (1)

EXHIBIT
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(2) Any Equipment that shall be removed by Liberty will be removed at Liberty's expense and with the least inconvenience to any other tenants, and Liberty shall, at Liberty's expense repair all damage to the premises caused by such removal.
(3) This agreement shall be binding on and shall insure to the benefit of Liberty, it's successors and assigns until full payment and performance of all obligations required of the Tenant under the instrument.

LANDLORD

THE GUARDIAN LIFE INS. CO. OF AMERICA

BY: Celeste P. Cawtree

CELESTE P. CAWTREE
ASSISTANT VICE PRESIDENT, REAL ESTATE

Address

Date: 10/15 1993

TENANT

Sun P. Muse

William Muse

BY: Sun P. Muse

Address

Date: _____ 19__

LEASE AMENDMENT
DATED OCTOBER 20, 1994

WHEREAS: On December 1, 1990 Joon Gil Yi and Ok Boon Yi ("Tenant") and the Guardian Life Insurance Company ("Landlord") entered into a commercial lease ("Lease") for approximately 2,413 square feet known as 3217 S. Academy Boulevard in the Mission Trace Shopping Center ("Premises").

AND WHEREAS: The lease was assigned with the Landlord's consent on October 15, 1993 from Joon Gil Yi and Ok Boon Yi to Sun P. Muse and William Muse.

AND WHEREAS: Both parties are desirous of extending the lease term and modifying the rental amounts and other provisions of the lease.

THEN AND THEREFORE: The following provisions of the lease are changed as follows:

TERM: Five (5) years commencing on June 1, 1994 and terminating on May 31, 1999.

RENT PERIOD	RATE (NNN)	RENT/MONTH (NNN)
6/01/94 - 7/31/94	FREE/sq.ft./yr.	$ FREE
8/01/94 - 5/31/95	$7.50/sq.ft./yr.	$1,508.13
6/01/95 - 5/31/96	$8.00/sq.ft./yr.	$1,608.67
6/01/96 - 5/31/97	$8.50/sq.ft./yr.	$1,709.21
6/01/97 - 5/31/98	$9.00/sq.ft./yr.	$1,809.75
6/01/98 - 5/31/99	$9.50/sq.ft./yr.	$1,910.29

IMPROVEMENTS: Landlord will pay for the replacement of Tenant's tile floor in the laundromat room, not to exceed $2,000.00. Tenant will submit a contract from Tenant's flooring contractor to obtain Landlord's written approval prior to the commencement of construction. Landlord will pay contractor within fifteen (15) days after work has been completed in a workmanlike manner to Tenant's satisfaction.

SIGNAGE: In consideration of Landlord granting Tenant a $395.00 rent credit, Tenant will reduce the existing signage on the Hancock Boulevard "low profile" sign by fifty (50%) percent. Tenant shall be entitled to one (1) new panel on the newly constructed "low profile" sign.

PRIORITY: The LEASE AMENDMENT DATED JUNE 1, 1994 is hereby and mutually canceled and of no further binding effect on either party. This Amendment supersedes and replaces the June 1, 1994 AMENDMENT.

OPTION: Assuming Tenant has not been in default during the period 11/01/94 - 5/31/99, Owner grants Tenant an Option To Renew the Lease for the period of 6/01/99 - 5/31/04 at the then prevailing market rental rate. If Tenant has not notified Owner of its intention to renew by 3/01/99, this option shall expire and not bind either party.

EXHIBIT
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All other terms and conditions of the Lease remain unchanged and in full force and effect.

Agreement to this Amendment is indicated below:

TENANT:

Sun P. Muse — Date: 11/9/94

TENANT:

William Muse — Date: 11/11/94

LANDLORD:

El Paso County Retirement Plan — Date: 1-18-95
Mike Witty as ~~Pension Administrator~~ Agent

ASSIGNMENT AND CONSENT

Assignment and Consent date June 30, 1995, by and between Sun P. Muse, having a place of business at 3217 S. Academy Blvd., Colorado Springs, CO 80916 ("Assignor"); Chong S. Hall having a place of business at 3217 S. Academy Blvd., Colorado Springs, CO 80916 ("Assignee") and The Guardian Life Insurance Company of America having a place of business at 210 Park Avenue South, New York, New York 10003 ("Landlord").

WITNESSETH:

WHEREAS, Assignor leased 2413 sq.ft. in the premises located at 3217 South Academy Blvd., Colorado Springs, CO 80916 pursuant to a lease dated December 1, 1990, by and between Joon Gil Yi and Ok Boon Yi (Tenant) and The Guardian Life Insurance Company of America (Landlord) (the "Lease");

WHEREAS, Assignor desires to assign all its right, title, an interest in the Lease to Assignee; and,

WHEREAS, such assignment requires the consent of Landlord under the terms of the Lease.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to Assignor and Landlord and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors, and assigns all the right, title, and interest of Assignor in an to the Lease, including a security deposit in the amount of Two Thousand Five Hundred Thirteen and 54/100 ($ 2,513.54) held by Landlord, to have and to hold the same from the date hereof for all of the rest of the term mentioned in the Lease, subject to the rents, covenants, conditions, and provisions therein contained.

2. Assignor represents that Assignor is the holder of the Tenant's interest under the Lease free and clear of any lien, claim, or encumbrance and that the Lease is in full force and effect.

3. Landlord hereby consents to the foregoing assignment of the Lease by Assignor to Assignee upon the terms and conditions set forth below to each of which Assignor and Assignee expressly agree.

4. Landlord makes no representations or warranties with respect to the Lease including, but not limited to, Assignor's compliance or default thereunder not does Landlord's consent to this assignment confirm any of Assignor's representations herein. Landlord represents, however, that it does not have any knowledge of any existing default under the Lease. Notwithstanding the foregoing, Landlord shall not be estopped from enforcing any rights and remedies available to it under the terms of the Lease or otherwise against Assignor or Assignee if a default by Assignor under the Lease is found to have existed as of the date of this Assignment or if a condition existed as of the date of this Assignment which would with the passage of time result in a default under the Lease.

5. Nothing herein contained shall be construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Lease (except as may be herein expressly provided) or to waive any breach of Assignor in the due keeping, observance, or performance thereof.

6. Assignee, for Assignee and the successors and assigns of Assignee, hereby recognizes and agrees to be bound by all of the covenants, agreements, terms, provisions, and conditions contained in the Lease, and hereby assumes and agrees to pay the rent, additional rent, damages, and all other sums now

EXHIBIT
D-6

THIRD AMENDMENT
OF
SHOPPING CENTER LEASE

THIS **THIRD** AMENDMENT OF SHOPPING CENTER LEASE is made this 28th day of January, 1999 by and between **TMP Mission Trace LLC,** successor-in-interest to Guardian Life Insurance Company of America ("Landlord") and **Chong S. Hall** successor-in-interest to Sun P. Muse and William Muse ("Tenant").

RECITALS

A. Landlord and Tenant have entered into a written lease dated December 1, 1990, Assignment dated October 15, 1993, Amendment dated June 1, 1994, Amendment dated December 20, 1994 and Assignment dated June 30, 1995 (Collectively the "Lease") whereby Landlord leased to Tenant and Tenant Leased from Landlord premises located at 3217 S. Academy Blvd. containing approximately 2,413 square feet, in the City of Colorado Springs, State of Colorado particularly described in the Lease.

B. Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, incorporating the foregoing recitals of fact and for valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant agree as follows:

1. **TERM:** The term of the Lease shall be extended for **Five (5)** additional years upon the effective date. The new expiration date shall be **May 31, 2004.**

2. **MINIMUM BASE RENT:** Effective as of June 1, 1999 the Minimum Base Rent shall be as follows:

06/01/99—05/31/00 $23,526.75 Annually; $1,960.56 Monthly ($9.75psf)
06/01/00—05/31/01 $24,733.25 Annually; $2,061.10 Monthly ($10.25psf)
06/01/01—05/31/02 $25,939.75 Annually; $2,161.65 Monthly ($10.75psf)
06/01/02—05/31/03 $27,146.25 Annually; $2,262.19 Monthly ($11.25psf)
06/01/03—05/31/04 $28,352.75 Annually; $2,362.73 Monthly ($11.75psf)

Except as set forth above, the Lease shall remain unmodified and in full force and effect.

THIS AMENDMENT shall be binding upon, inure to the benefit of Landlord and Tenant and their respective successors, assigns and personal representatives.

This Amendment is effective as of **June 1, 1999**

"LANDLORD"
TMP Mission Trace, LLC
By: Triple Net Properties LLC., Authorized Agent for Landlord

By: _____

Date: 2/17/99

"TENANT"

Chong S. Hall

Date: 2/10/99

EXHIBIT
D-7

ASSIGNMENT OF LEASE and OPTION TO RENEW

This Agreement is made as of August 23, 2000 by and among TMP Trace, LLC, successor in interest to Guardian Life Insurance Company of America ("Lessor"), Chong S. Hall ("Assignor") and ~~J&K, Inc.~~ JSK Cleaners, Inc. ("Assignee").

RECITALS OF FACT

A. Lessor and Assignor have entered into a written lease dated on or about December 1, 1990, Assignment dated October 15, 1993, Amendment dated June 1, 1994, Amendment dated December 20, 1994, Assignment dated June 20, 1995 and Amendment dated January 28, 1999 ("collectively the "Lease"), whereby Lessor leased to Lessee and Lessee leased from Lessor premises ("Leased Premises") located at 3217 S. Academy Blvd., containing approximately 3,217 square feet in the City of Colorado Springs, State of Colorado, more particularly described in the Lease.

B. Lessee desires to assign and transfer, without release of full and primary liability, all right, title and interest to Lessee in the Lease to Assignee.

C. Assignee desires to accept an assignment and transfer of all rights, title and interest of Lessee in the Lease, and to assume all obligations to Lessee under the Lease as a direct obligation to Lessor.

Lessor acknowledges the prior receipt from Assignee of $175 for the Lessor's consideration and approval of this Agreement, as provided for in Section 27.c "Assignment, Subletting and Encumbrance" of the Lease.

Incorporating the foregoing Recitals of Fact, Lessee and Assignee agree to the follows:

ARTICLE I
ASSIGNMENT AND ASSUMPTION

Section 1.01 Assignment and Assumption. Lessee assigns and transfers to Assignee all right, title and interest of Lessee in the Lease, and Assignee accepts said assignment and agrees to fully and finally perform, discharge and satisfy, as a direct obligation to Lessor, each and every term, covenant and conditional to be performed by the Lessee under the Lease. Lessor consents to the assignment on the terms and conditions below.

Section 1.02 No Release of Liability. Assignor shall be and remain jointly and severally liable with Assignee for the full and final performance, discharge and satisfaction of each and every term, covenant and condition to be performed, discharged and satisfied by the Lessee under the Lease.

Section 1.03 Effective Date. The assignment and assumption of the Lease shall be effective as of August 23, 2000 ("Effective Date").

EXHIBIT
D-8

SEP 07 2000 11:39 FR TRIPLE NET PROPERTIES714 667 5850 TO 17195317808 P.01/08
AUG 22 2000 17:13 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195489475 P.02/09

ARTICLE II
WARRANTIES

Section 2.01 Warranties of Assignee. Assignee makes the following representations and warranties, each of which representations and warranties shall survive the assignment of the Lease, is material and is being relied upon by Lessee in entering into this Agreement and Lessor in consenting to the assignment of the Lease, and is true in all respects as of the date of this Agreement, and shall be true in all respects on the Effective Date:

(a) Assignee has undertaken a complete and independent evaluation of the risks inherent in the execution of this Agreement, the acceptance of the assignment of the Lease set forth in this Agreement, the physical condition of the Leased Premises, and the operation of the Leased Premises for the use permitted by the Lease. Based solely upon the independent evaluation, Assignee elects to enter into this Agreement, assume the Lease as set forth in this Agreement, and ratify the Lease.

(b) In entering into this Agreement and assuming the Lease, Assignee is relying upon no statement, fact, promise, or representation (whether express or implied, written or oral) of Lessor or Assignor not specifically set forth in the Lease or this Agreement.

Section 2.02 Warranties of Lessee. Lessee makes the following representations and warranties, each of which representations and warranties shall survive the assignment of Lease, is material and being relied upon by Assignee in entering into this Agreement, and Lessor is consenting to the assignment of the Lease as set forth in this Agreement, is true in all respects as of the date hereof, and shall be true in all respects on the Effective Date:

(a) To the best knowledge of Lessee, the Lease is in full force and effect and is ratified by Lessee.

(b) The Lease constitutes the entire Agreement between Lessor and Assignor with respect to the Leased Premises, has not been assigned, supplemented or modified in any manner whatsoever, and no arrangements, agreement or understandings exist between Lessor and Assignor with respect to the Lease, the Leased Premises, or either of them, except as specifically set forth in the Lease.

(c) All terms, covenants and conditions to be performed, discharged and satisfied by Lessor have been fully performed, discharged satisfied, including, without limitation, the completion of all improvements required to be completed by Lessor under the Lease, and all required contributions by Lessor to Assignor have been received. The term of the Lease commenced on or about December 1, 1990, and expires on May 31, 2004, unless sooner terminated in accordance with the terms of the Lease. The current minimum rent due under the Lease is Twenty-Four Thousand, Seven Hundred Thirty-Three Dollars and 25/100 ($24,733.25) per annum from and after the Rental Commencement Date. The Rental Commencement Date for the above amount was June 1, 2000.

SEP 07 2000 11:40 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195317808 P.02/03
AUG 22 2000 17:13 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195489475 P.03/09

(d) Assignee will have one (1) option to renew the Lease for a period of two (2) years ("Option Period"). Base Rent for the option period will be based on a rate for then prevailing fair market rent for comparable space in a comparable building, with annual increases of 4% on the anniversary date of the Option Period.

(e) The amount paid by Lessee to Lessor as a security deposit under the terms of the Lease is $2,513.54 and Lessee has prepaid no other rent or other sum whatsoever to Lessor.

(f) To the best knowledge of Lessee, there are no existing defenses or offsets which Lessee has against the enforcement of the Lease by Lessor and there exist no events which would constitute a basis for any such defenses or offsets upon the lapse of time or the giving of notice, or both.

(g) To the best knowledge of Lessee, it has performed all of its maintenance and repair obligations required under the Lease, and all of the equipment and systems in or on the Premises are in good operating condition and repair.

Section 2.03 Warranties of Lessor. Lessor makes the following representations and warranties, each of which representations and warranties shall survive the assignment of Lease, is material and being relied upon by Assignee and Assignor in entering into this Agreement, and is true in all respects as of the date hereof, and shall be true in all respects on the Effective Date:

(a) To the best knowledge of Lessor, the Lease is in full force and effect and is ratified by Lessor. The Lease constitutes the entire Agreement between Lessor and Assignor with respect to the Leased Premises, and has not been assigned, supplemented or modified in any manner whatsoever except as set forth in Paragraph A above. There are no uncured defaults by Assignor under the Lease, and Assignor has fully performed all obligations due thereunder to date. Lessor acknowledges the rental amount and lease term as set forth in Section 2.02(c) above.

(b) Lessor has the full power and authority to enter into this Agreement.

ARTICLE III
ASSIGNMENT OF SECURITY DEPOSIT

Section 3.01 Assignment of Security Deposit. Assignor releases all claims to the security deposit referred to in Section 2.02(d) of this Agreement and Assignee agrees the same shall be held by Lessor as a security deposit of Assignee.

ARTICLE IV
NOTICES

Section 4.01 Notices. All notices under this agreement shall be given in writing and shall be either served personally or sent certified or registered mail, postage prepaid, addressed as follows:

SEP 07 2000 11:41 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195318984 P.03/09
AUG 22 2000 17:14 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195489475 P.24/09

If to Lessor: Mission Trace Shopping Center
c/o: Triple Net Properties, LLC
1551 North Tustin Avenue, Suite 650
Santa Ana, CA 92705
Phone: (714) 667-8252 Fax: (714) 667-6860

If to Assignor: Chong S. Hall

Phone: 632-0022

If to Assignee: Jung Sin Kim & Chong Min Stelzer (213) 548-9891

Phone: 636-2904

Any party may change such party's address for notice by written notice to the other parties.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01 This Agreement shall insure to the benefit of and bind the parties and their heirs, successors and assigns.

Section 5.02 In the event that any party commences any action or the other proceeding against another party or parties arising out of or in connection with this Agreement, or any default hereunder, the prevailing party shall be entitled to reimbursement for reasonable attorney's fees and cost.

Section 5.03 Any sum payable under this Agreement not paid when due shall thereafter bear interest at the maximum rate permitted by law.

Section 5.04 This Agreement shall be construed and interpreted in accordance with the laws of the state under which Leases is to be construed and interpreted.

Section 5.05 The unenforceablility, invalidity or illegality of any provision of this Agreement shall not render any other provisions of this Agreement unenforceable, invalid or illegal.

Section 5.06 The rights of Lessor under this Agreement shall be non-exclusive and cumulative with all other rights which Lessor may have under the Lease and pursuant to applicable law.

Section 5.07 If Assignee is more than one person, the obligation of such persons under this Agreement are joint and several.

AUG 22 2000 17:15 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195348947S P.05/09
SEP 07 2000 11:42 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195312484 P.04/08

Section 5.08 Time is of the essence in this Agreement and each and every covenant and condition in this Agreement.

The parties have executed this Agreement as of the day and year first above written.

ASSIGNEE:
~~JSK, Inc.~~ JSK Cleaners, Inc.

X _____
Jung Sin Kim, President

X _____
Chong Min Steltzer, Vice President

8/23/00
Date

ASSIGNOR:

_____
Chong S. Hall

_____
Date 8/23/00

LESSOR:
TMP Trace, LLC
By: Triple Net Properties, LLC,
Authorized Agent for Lessor

_____
Anthony W. Thompson

8/31/00
Date

AUG 22 2000 17:15 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195489475 P.06/09

GUARANTEE OF LEASE

THIS GUARANTEE OF LEASE ("Guarantee") is entered into as of this 23rd day of August, 2000, by Jung Sin Kim and Chong Min Stelzer, whose address is 8850 Wellinhall Ct, Colo Spgs Co, 80920 ("Guarantor") for the benefit of TMP Trace, LLC, successor-in-interest to Guardian Life Insurance Company of America ("Landlord"), with reference to the following facts:

A. Landlord, and ~~JSK, Inc.~~ JSK Cleaners, Inc. ("Tenant") have entered into an Assignment of Lease dated August 23, 2000 for a lease dated December 1, 1990, Assignment dated October 15, 1993, Amendment dated June 1, 1994, Amendment dated December 20, 1994, Assignment dated June 20, 1995 and Amendment dated January 28, 1999 ("collectively the "Lease"), whereby Lessor leased to Lessee and Lessee leased from Lessor premises located at 3217 S. Academy Blvd., containing approximately 2,413 square feet in the City of Colorado Springs, State of Colorado particularly described in the Lease.

B. By its covenants herein set forth, Guarantor has induced Landlord to enter into the Lease with Tenant, which was made and entered into in consideration for Guarantor's covenants.

1. Guarantor unconditionally and irrevocably guarantees, without deduction by reason of setoff, defense or counterclaim, to Landlord and its successors and assigns the full and punctual payment, performance and observance of all the terms, covenants and conditions in the Lease contained on Tenant's part to be kept, performed or observed.

2. If Tenant shall at any time default in the performance or observance of any of the terms, covenants or conditions in the Lease contained on Tenant's part to be kept, performed or observed, Guarantor will keep, perform and observe same, as the case may be, in the place and stead of Tenant.

3. Any act of Landlord, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extension of time to Tenant, may be done without notice to Guarantor and without releasing Guarantor from any of its obligations hereunder.

4. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of any security given for the performance and observance of any covenant or condition in the Lease contained on Tenant's part to be performed or observed, nor by any modification of the Lease, regardless of whether Guarantor consents thereto or receives notice thereof.

5. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease by law; or (h) any termination of the Lease.

6. Guarantor further agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the Lease and recovery may be had against Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all right to assert or plead at any time any statute of limitations as relating to the Lease, the obligations of Guarantor hereunder and any and all surety or other defenses in the nature thereof including, without limitation, the provisions of California Civil Code Section

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SEP 07 2000 11:44 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195317808 P.06/08
AUG 22 2000 17:15 FR TRIPLE NET PROPERTIES714 667 6860 TO 17195489475 P.07/09

2845 or any similar, related or successor provision of law of California or of the state in which the Center is located.

7. Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed, are fully performed and observed, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or performance by Guarantor hereunder; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

8. If Landlord desires to sell, finance or refinance the Center, or any part thereof, Guarantor hereby agrees to deliver to any lender or buyer designated by Landlord such financial statements of Guarantor as may be reasonably required by such lender or buyer. Such statements shall include the past three (3) years' financial statements of Guarantor. All such financial statements shall be received by Landlord in confidence and shall be used only for the foregoing purposes.

9. This Guarantee shall apply to the Lease, any extension, renewal, modification or amendment thereof and to any assignment, subletting or other tenancy thereunder or to any holdover term following the term granted under the Lease or any extension or renewal thereof, regardless of whether Guarantor consents thereto or receives notice thereof.

10. In the event this Guarantee shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of Guarantor's liability hereunder other than as expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effects as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

11. In the event of any litigation between Guarantor and Landlord with respect to the subject matter hereof, the unsuccessful party to such litigation agrees to pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' fees and expenses.

12. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to a waiver of the same or any other right on any future occasion.

13. If there is more than one undersigned Guarantor, the term Guarantor, as used herein, shall include all of the undersigned; each and every provision of this Guarantee shall be binding on each and every one of the undersigned jointly and severally liable hereunder; and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

14. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

15. This Guarantee shall be governed by and construed in accordance with the laws of the state in which the Center is located.

16. Notice hereunder shall be in writing and shall be effective five (5) days after deposit thereof in the United States mail, registered or certified delivery, return receipt requested, to the other party at its address noted herein or in the Lease, except that under no circumstances shall Landlord be obligated to give Guarantor any notice not specifically required to be given by Landlord pursuant to this Guarantee. Either party may by notice given as aforesaid designate a different address for notice purposes. Any action to declare or enforce any rights or obligations under this Lease may be commenced by Landlord in any court of the county in which the Center is located. Guarantor hereby consents to the jurisdiction of such Court for such purposes and agrees that any notice, complaint or legal process so delivered shall

SEP 07 2000 11:45 FR TRIPLE NET PROPERTIES714 667 6860 TO 17135317809 P.07/08
AUG 22 2000 17:16 FR TRIPLE NET PROPERTIES/14 667 6860 TO 17135317809 P.08/08

constitute adequate notice and service of process for all purposes and shall subject Guarantor to the jurisdiction of such Court for purposes of adjudicating any matter related to this Guarantee.

17. Until such time as all of Tenant's obligations to Landlord under the Lease have been fully paid and discharged, no payment by Guarantor pursuant to any provision hereof shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord under the Lease to any payment by Tenant or to any of the property of Tenant. To the extent that this waiver of subrogation is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Tenant shall be junior and subordinate to any right Landlord may have against Tenant.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee as of the date first above written.

"GUARANTOR"

By: X _____
Jung Sin Kim, an individual

By: X _____
Chong Min Steltzer, an individual

Loan No.: 76-0000888

HAZARDOUS MATERIALS INDEMNITY AGREEMENT

THIS HAZARDOUS MATERIALS INDEMNITY AGREEMENT (the "Agreement") is made as of June 25, 1999 by TMP TRACE, LLC, a Delaware limited liability company ("Borrower") and ANTHONY W. THOMPSON AND WILLIAM O. PASSO ("Additional Indemnitor") (individually and collectively, the "Indemnitor"), for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

RECITALS

A. Contemporaneously with the execution of this Agreement, Borrower has executed and delivered to Lender that certain Loan Agreement (the "Loan Agreement"), between the Borrower and Lender, and that certain Promissory Note (the "Note") in the amount of $5,708,000.00 in evidence of the loan (the "Loan") made by Lender to Borrower.

B. The Loan is secured in part by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated the date hereof given by the Borrower for the benefit of Lender (the "Mortgage"). The Mortgage secures Borrower's interest in and to the "Mortgaged Property" described in the Mortgage (the "Mortgaged Property").

C. Lender has required, as a condition of funding the Loan, that Indemnitor indemnify and hold Lender harmless against and from certain obligations for which Lender may incur liability, by reason of the threat or presence of any hazardous substance at or near the Mortgaged Property.

D. Indemnitor is the Borrower and/or the owner of a direct or indirect interest in Borrower, and Indemnitor will directly benefit from Lender's making the Loan to Borrower.

NOW, THEREFORE, in consideration of the premises, Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor, intending to be legally bound, hereby agrees as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement by this reference.

2. Certain Definitions. As used herein, the following terms have the meanings indicated:

2.1 "Environmental Laws" means any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, without limitation, such laws governing or regulating (a) the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release discharge of, or exposure to, Hazardous Materials, (b) the transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of such property, or (c) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in property.

EXHIBIT E

2.2 "Hazardous Materials" means (a) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (b) asbestos or asbestos-containing materials, (c) polychlorinated biphenyls (PCBs), (d) radon gas, (e) underground storage tanks, (f) any explosive or radioactive substances, (g)lead or lead-based paint, or (h) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined by any governmental authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws.

2.3 "Site Assessment" means an environmental engineering report for the Mortgaged Property prepared by an engineer engaged by Borrower and approved by Lender, and in a manner satisfactory to Lender, based upon an investigation relating to and making appropriate inquiries concerning the existence of Hazardous Materials on or about the Mortgaged Property, and the past or present discharge, disposal, release or escape of any such substances, all consistent with ASTM Standard E1527-93 (or any successor thereto published by ASTM) and good customary and commercial practice.

Other capitalized terms used in this Agreement and not defined shall have the meanings assigned to such terms in the Loan Agreement.

3. Indemnity.

3.1 In accordance with the terms of the Loan Agreement, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Material at, upon, within, contiguous to or otherwise affecting the Mortgaged Property lies solely with Borrower and the Borrower has agreed to bear all risks and costs associated with any loss (including any loss in value attributable to Hazardous Materials), damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by Lender or by law. Indemnitor shall at all times indemnify, defend and hold Lender and its shareholders, directors, officers, employees and agents harmless from and against any and all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defense and consultant fees, investigation and laboratory fees, court costs, and other litigation expenses) of any nature whatsoever proffered or incurred by Lender (hereinafter collectively referred to as "Liabilities"), whether as mortgagee under the Mortgage, as a mortgagee in possession, or as successor-in-interest to Borrower by foreclosure or deed in lieu of foreclosure, and whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, including those Liabilities arising from the joint, concurrent or comparative negligence of Lender and including any Liabilities arising out of or associated, in any way, with:

(a) the non-compliance of the Borrower or the Mortgaged Property with Environmental Laws;

(b) any discharge or release of Hazardous Materials, the threat of discharge or release of any Hazardous Materials or the storage or presence of any Hazardous Materials affecting the Mortgaged Property or any contiguous real estate;

(c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials;

(d) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials;

(e) a breach of any representation, warranty or covenant contained in any of the Loan Documents relating to Hazardous Materials or Environmental Laws.

(f) the imposition of any environmental lien encumbering the Mortgaged Property; provided, however, Indemnitor shall not be liable under such indemnification to the extent such Liabilities result solely from Lender's gross negligence or willful misconduct.

Indemnitor's obligations under this Agreement shall arise upon the discovery of the presence of any Hazardous Material, whether or not the Environmental Protection Agency, any other federal agency or any state or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Materials and whether or not the existence of any such Hazardous Material or potential liability on account thereof is disclosed in the Site Assessment, and shall continue notwithstanding the repayment of the Loan or any transfer or sale of any right, title and interest in the Mortgaged Property (by foreclosure, deed in lieu of foreclosure or otherwise).

3.2 Indemnitor hereby acknowledges and agrees that the provisions of this Agreement shall supersede any provisions in the Loan Documents which in any way limit the personal liability of Indemnitor, including those contained in Article 12 of the Loan Agreement, and that Indemnitor shall be personally liable for any and all obligations arising under this Agreement even if the amount of liability incurred exceeds the amount of the Loan. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of the Note and/or the release of the lien of the Mortgage from the Mortgaged Property, and shall survive the transfer of any or all right, title and interest in and to the Mortgaged Property by Borrower to any party. Indemnitor hereby acknowledges and agrees that, notwithstanding anything contained in any of the Loan Documents to the contrary, this Agreement and the obligations of Indemnitor under this Agreement shall not be secured by the Mortgage or any other Loan Documents or any other mortgage, deed of trust or other security document securing any obligations of Borrower in connection with the Loan.

3.3 Notwithstanding any provision in this Agreement or elsewhere in the Loan Documents, or any rights or remedies granted by the Loan Documents, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to Lender under the "security interest" or "secured creditor" exception under applicable Environmental Laws, as the same may be amended. No action taken by Lender pursuant to the Loan Documents shall be deemed or construed to be a waiver or relinquishment of any such rights or benefits under the "security interest exception."

3.4 A separate right of action hereunder shall arise each time Lender acquires knowledge of any violation of any of the terms hereof. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Indemnitor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

4. Reliance. Indemnitor recognizes and acknowledges that in making the Loan and accepting the Mortgage and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Loan Documents without any obligation to investigate the Mortgaged Property and notwithstanding any investigations of the Mortgaged Property by Lender; that such reliance exists on the part of Lender prior hereto; that such warranties and representations are a material inducement to Lender in making the Loan and accepting the Mortgage and other Loan Documents; and that Lender would not be willing to make the Loan and accept the Mortgage in the absence of such warranties and representations.

5. Unimpaired Liability. The liability of Indemnitor under this Agreement shall in no way be limited or impaired by, and Indemnitor hereby consents to and agrees to be bound by, any amendment or modification of the provisions of the Note, the Mortgage, the Loan Agreement or any other Loan Documents. In addition, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by (a) the unenforceability of the Note, Mortgage, Loan Agreement or any other Loan Document against Borrower and/or any guarantor; (b) any release or other action or inaction taken by Lender with respect to the collateral, the Loan, the Borrower, any guarantor, whether or not the same may impair or destroy any subrogation rights of the Indemnitor, or constitute a legal or equitable discharge of any surety or indemnitor; (c) the existence of any collateral or other security for the Loan, and any requirement that Lender pursue any of such collateral or other security, or pursue any remedies it may have against Borrower, any guarantor; (d) any requirement that Lender provide notice to or obtain Indemnitor's consent to any modification, increase, extension or other amendment of the Loan; (e) any right of subrogation (until payment in full of the Loan and the expiration of any applicable preference period and statute of limitations for fraudulent conveyance claims); (f) any defense based on any statute of limitations; (g) any payment by Borrower to Lender if such payment is held to be a preference or fraudulent conveyance under bankruptcy laws or Lender is otherwise required to refund such payment to Borrower or any other party; (h) any voluntary or involuntary bankruptcy, receivership, insolvency, reorganization or similar proceeding affecting Borrower or any of its assets; (i) any extensions of time for performance required by the Note, the Mortgage, the Loan Agreement or any of the other Loan Documents; (j) any sale or transfer of all or part of the Mortgaged Property; (k) any exculpatory provision in the Note, the Mortgage, the Loan Agreement or any of the other Loan Documents limiting Lender's recourse to the Mortgaged Property or to any other security for the Note, or limiting Lender's rights to a deficiency judgment against any Indemnitor; (l) the accuracy or inaccuracy of the representations and warranties made by the Borrower under the Note, the Mortgage, the Loan Agreement or any of the other Loan Documents or herein; (m) the release of the Borrower or any other person from performance or observance of any of the agreements, covenants, terms or condition contained in the Note, Mortgage, Loan Agreement or any of the other Loan Documents by operation of law, Borrower's voluntary act, or otherwise; (n) the release or substitution in whole or in part of any security for the Note; or (o) Lender's failure to record the Mortgage or file any UCC financing statements (or Indemnitee's improper recording or filing of any thereof) or to otherwise perfect, protect, secure or insure any security interest or lien given as security for the Note; and, in any such case, whether with or without notice to Indemnitors and with or without consideration.

6. Enforcement. Lender may enforce the obligations of the Indemnitor without first resorting to or exhausting any security or collateral or without first having recourse to the Note, the Mortgage, or any other Loan Document or any of the Mortgaged Property, through foreclosure proceedings or otherwise, provided, however, that nothing herein shall inhibit or prevent Lender from suing on the Note, foreclosing, or exercising any power of sale under, the Mortgage, or exercising any other rights and remedies it may have under the Loan Documents. It is not necessary for an Event of Default to have occurred for Lender to exercise its rights pursuant to this Agreement.

7. Indemnitors' Representations and Warranties. Indemnitor hereby represents and warrants that:

(a) if Indemnitor is a corporation, partnership or limited liability company, it has the full corporate/partnership/company power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement by Indemnitor has been duly and validly authorized; and all requisite corporate/partnership/company action has been taken by Indemnitor to make this Agreement valid and binding upon Indemnitor, enforceable in accordance with its terms;

(b) if Indemnitor is an individual, he/she is acting in an individual capacity and has full power and authority to make this Agreement valid and binding upon Indemnitor, enforceable in accordance with its terms;

(c) if Indemnitor is a corporation, a partnership or a limited liability company, its execution of, and compliance with, this Agreement is in the ordinary course of business of that

Indemnitor and will not result in the breach of any term or provision of the charter, by-laws, partnership or trust agreement, articles of organization, operating agreement or other governing instrument of that Indemnitor or result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under any agreement, indenture or loan or credit agreement or other instrument to which the Indemnitor or the Property is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Indemnitor or the Mortgaged Property is subject;

7.1 if Indemnitor is an individual, his/her execution of, and compliance with, this Agreement will not result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under any agreement, indenture or loan or credit agreement or other instrument to which Indemnitor or the Mortgaged Property is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Indemnitor or the Mortgaged Property is subject;

7.2 there is no action, suit, proceeding or investigation pending or threatened against it which, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of Indemnitor, or in any material impairment of the right or ability of Indemnitor to carry on its business substantially as now conducted, or in any material liability on the part of Indemnitor, or which would draw into question the validity of this Agreement or of any action taken or to be taken in connection with the obligations of Indemnitor contemplated herein, or which would be likely to impair materially the ability of Indemnitor to perform under the terms of this Agreement;

7.3 it does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement;

7.4 no approval, authorization, order, license or consent of, or registration or filing with, any governmental authority or other person, and no approval, authorization or consent of any other party is required in connection with this Agreement; and

7.5 this Agreement constitutes a valid, legal and binding obligation of Indemnitor, enforceable against it in accordance with the terms hereof.

8. Interest. In the event that Lender incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay Lender immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten (10) day period, accrue at the Default Rate until such amount, plus interest, is paid in full.

9. Joint and Several Liability. In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. In addition, Indemnitor's obligations hereunder are joint and several with any other person now or hereafter obligated under the Loan Documents and are independent of any obligations of Indemnitor under the Loan Documents. A separate action or actions may be brought and prosecuted against Indemnitor, whether or not action is brought against any other person or whether or not any other person is joined in such action or actions.

10. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 10). All such

communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

If to Indemnitor:	TMP Trace LLC 801 N. Parkcenter Drive, Suite 235 Santa Ana, California 92705 Telecopy: (714) 550-1059
	Anthony W. Thompson and William O. Passo 801 N. Parkcenter Drive, Suite 235 Santa Ana, California 92705 Telecopy:
If to Lender:	General Electric Capital Corporation c/o GE Capital Loan Services, Inc. 363 North Sam Houston Parkway East, Suite 1200 Houston, Texas 77060 Attention: Portfolio Manager/Access Program Telecopy: (281) 405-7132
with a copy to:	General Electric Capital Corporation 16479 Dallas Parkway, Suite500 Two Bent Tree Tower Addison, Texas 75001-2512 Attention: David R. Martindale Telecopy: (972) 728-7650

Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (a) on the first Business Day after deposit with an overnight air courier service, or (a) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by Lender or Indemnitor, as the case may be, or (a) if given by telecopy, when transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours, and an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 10. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

11. Waivers. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender hereunder, shall operate as a waiver thereof.

12. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

13. Inconsistencies Among the Loan Documents. Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Loan Agreement, the Note, the Mortgage or any other Loan Document. Any inconsistencies among the Loan Documents shall be construed, interpreted and resolved so as to benefit Lender, and Lender's election of which interpretation or construction is for Lender's benefit shall govern.

14. **Successors and Assigns.** This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Lender and its successors and assigns.

15. **Controlling Laws.** This Agreement shall be governed by and construed according to the laws of the State where the Mortgaged Property is located.

16. **Construction.** Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement. Time is of the essence in the performance of this Agreement by Indemnitor.

17. **Waivers of Additional Indemnitor.**

(a) To the maximum extent permitted by law, Additional Indemnitor hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based hereon. This waiver is a material inducement to Lender to enter into this Agreement.

(b) To the extent permitted by applicable law, Additional Indemnitor waives (a) any defense of Additional Indemnitor based upon Lender's election of any remedy against Additional Indemnitor or Borrower or both; (b) any defense based upon Lender's failure to disclose to Additional Indemnitor any information concerning Borrower's financial condition or any other circumstances bearing on Borrower's ability to pay all sums payable under the Loan Documents; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (d) defense based upon Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (e) any right of subrogation, any right to enforce any remedy which Lender may have against Borrower and any right to participate in, or benefit from, any security for the Note or the other Loan Documents now or hereafter held by Lender; and (f) benefit of any statute of limitations affecting the liability of the Additional Indemnitor hereunder or the enforcement hereof. To the extent permitted by applicable law, without limiting the generality of the foregoing or any other provision hereof.

18. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNITOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THE LOAN OR THE MORTGAGED PROPERTY (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

IN WITNESS WHEREOF, Indemnitor has executed this Hazardous Materials Indemnity Agreement as of the date first above written.

"INDEMNITOR"

TMP TRACE, LLC,
a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
Its Sole Member

By: TMP INVESTMENTS, INC.,
a California corporation,
Its Manager

By: _____
William O. Passo,
President

By: _____
Anthony W. Thompson,
Vice President

"INDEMNITOR":

_____
ANTHONY W. THOMPSON

_____
WILLIAM O. PASSO

EXHIBIT A

LEGAL DESCRIPTION

THE LAND SITUATED IN THE COUNTY OF EL PASO, STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 3, 5 AND 8, MISSION TRACE AT THE SPRINGS, FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL 5:

LOT 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.

22 pgs
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Prepared by and after recording return to:

Colin W. Uckert, Esq.
Powell, Goldstein, Frazer & Murphy LLP
1001 Pennsylvania Avenue, NW, Suite 600
Washington, DC 20004

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SPACE ABOVE RESERVED FOR RECORDING DATA

Loan No.: 35-0000888
Tax Identification Numbers:
County Nos.: _____
City Nos.: _____

ASSUMPTION AND RELEASE AGREEMENT

THIS ASSUMPTION AND RELEASE AGREEMENT ("Agreement") is made effective as of the _____ day of May, 2002, by and among TMP TRACE, LLC, a Delaware limited liability company (the "Original Borrower"), ANTHONY W. THOMPSON and WILLIAM O. PASSO (the "Original Borrower Principals"), MISSION TRACE KIM, LLC, a Colorado limited liability company (the "Assumptor"), JONG HO KIM, (the "New Borrower Principal"), and WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2 ("Noteholder").

RECITALS:

A. Original Borrower executed and delivered to the order of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender") a certain Promissory Note dated June 28, 1999 (the "Note"), in the stated principal amount of $5,708,000, which Note evidences a loan ("Loan") made by Lender to Original Borrower. To secure the repayment of the Note, the Original Borrower, among other things, executed and delivered a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 28, 1999 (together with all exhibits thereto, the "Security Instrument"), recorded among the Land Records of El Paso County, Colorado on July 6, 1999, as Instrument Number 099108343, that grants a lien on certain property commonly referred to as Mission Trace Shopping Center and described on Exhibit A attached hereto and incorporated herein by this reference and more particularly

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EXHIBIT F

described in the Security Instrument (the "Premises"). The Original Borrower is liable for the payment and performance of all of the Original Borrower's obligations under the Note, the Security Instrument, that certain Loan Agreement of even date with the Note (together with all schedules thereto, the "Loan Agreement") and all other documents evidencing, securing, guaranteeing or otherwise pertaining to the Loan (the "Loan Documents"), including, without limitation, those documents listed on Exhibit B attached to this Agreement and incorporated herein by this reference as though fully set forth herein. The Original Borrower Principals are liable under the Loan Documents as provided in the Hazardous Materials Agreement (defined in Section 6 below) and as provided in the Guaranty Agreement (defined in Section 6 below).

B. Each of the Loan Documents has been duly assigned or endorsed to Noteholder.

C. Noteholder as the holder of the Note and beneficiary under the Security Instrument has been asked to consent to the transfer of the Premises to the Assumptor (the "Transfer") and the assumption by the Assumptor and New Borrower Principal (the "Assumption") of the obligations of the Original Borrower and Original Borrower Principals, respectively, under the Loan Documents.

D. Noteholder has agreed to consent to the Transfer and Assumption subject to the terms and conditions stated below.

E. Section 3.08 of the PSA authorizes GEMSA Loan Services, L.P., formerly known as GE Capital Loan Services, Inc. ("Servicer") on behalf of the Noteholder, under certain terms and conditions to waive the due on sale clause and facilitate the Transfer and Assumption, and the Servicer has elected to do so on the terms and conditions set forth in this Agreement. Servicer's execution and delivery of this Agreement is binding upon the Noteholder pursuant to the PSA.

AGREEMENT:

In consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noteholder, Original Borrower, Original Borrower Principals, Assumptor and New Borrower Principal agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as a substantive, contractual part of this Agreement.

2. Assumption of Obligations. Notwithstanding the release of the Original Borrower as set forth in Section 7 hereof, the Assumptor agrees to and does hereby assume all of the payment and performance obligations of the Original Borrower set forth in the Note, the Security Instrument and the other Loan Documents in accordance with their respective terms and conditions, as the same may be expressly modified by this Agreement, including without limitation, payment of all sums due and payable under the Note. The Assumptor further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by the Assumptor; the provisions of the Loan Documents are incorporated herein by this reference, as if fully set forth herein. The

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Assumptor acknowledges and agrees that all references to the Original Borrower in the Loan Documents shall be deemed to refer to the Assumptor. The Assumptor hereby adopts, ratifies and reaffirms as of the date hereof, all of the representations, warranties and covenants of Original Borrower contained in the Loan Documents, in connection with the Loan, as if the Assumptor was the Original Borrower named in the Loan Documents.

3. Original Borrower's and Original Borrower Principals' Acknowledgements, Representations and Warranties. (a) The Original Borrower hereby ratifies and reaffirms all of the provisions of the Loan Documents and acknowledges, represents and warrants to Noteholder as of the date of this Agreement that:

(i) The Note has an unpaid principal balance as of the date of this Agreement, of $5,573,513.33 and prior to default bears interest at the rate of Seven and Sixty-Seven One-Hundredths percent (7.67%) per annum.

(ii) The Note requires that monthly payments of principal and interest in the amount of $40,577.71 be made on or before the first day of each month, continuing to July 1, 2009 if not sooner accelerated or paid.

(iii) The Security Instrument is a valid first lien on the Premises for the full unpaid principal amount of the Loan and all other amounts as stated in the Loan Documents.

(iv) There are no defenses, offsets or counterclaims to the Original Borrower's obligations under the Note, the Security Instrument or the other Loan Documents.

(v) There are no defaults by the Original Borrower under the provisions of the Note, the Security Instrument or the other Loan Documents, nor are there any conditions which with the giving of notice or the passage of time or both may constitute a default by the Original Borrower under the provisions of the Note, the Security Instrument or the other Loan Documents.

(vi) All provisions of the Note, the Security Instrument and the other Loan Documents are valid, in full force and effect and enforceable in accordance with their terms.

(vii) There are no subordinate liens of any kind covering or relating to the Premises, nor are there any mechanics liens or liens for unpaid taxes or assessments encumbering the Premises, nor has notice of a lien or notice of intent to file a lien been received.

(b) The Original Borrower Principals hereby ratify and reaffirm all of the provisions of the Loan Documents applicable to them, and each acknowledges, represents and warrants to Noteholder as of the date of this Agreement that:

(i) There are no defenses, offsets or counterclaims to the Original Borrower Principals' obligations under the Loan Documents.

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(ii) There are no defaults by the Original Borrower Principals under the provisions of the Loan Documents, nor are there any conditions which with the giving of notice or the passage of time or both may constitute a default by the Original Borrower Principals under the provisions of the Loan Documents.

(iii) All provisions of the Loan Documents to which the Original Borrower Principals are bound, are valid, in full force and effect and enforceable in accordance with their terms.

(iv) There are no subordinate liens of any kind covering or relating to the Premises, nor are there any mechanics liens or liens for unpaid taxes or assessments encumbering the Premises, nor has notice of a lien or notice of intent to file a lien been received.

Each of the Original Borrower and the Original Borrower Principals understands and intends that Noteholder will rely upon the acknowledgements, representations and warranties contained herein.

4. Assumptor's and the New Borrower Principal's Representations and Warranties. The Assumptor and the New Borrower Principal represent and warrant to Noteholder as of the date of this Agreement that neither the Assumptor nor the New Borrower Principal has any knowledge that any of the representations made by the Original Borrower and the Original Borrower Principals in Section 3 above are not true and correct. The Assumptor and the New Borrower Principal understand and intend that Noteholder will rely upon the representations and warranties contained herein.

5. Consent to Transfer and Assumption. Noteholder hereby consents to the Transfer and to the Assumption, subject to the terms and conditions set forth in this Agreement. Noteholder's consent to the Transfer of the Premises to the Assumptor and Noteholder's consent to the Assumption, are not intended to be and shall not be construed as a consent to any subsequent transfer or assumption or to any amendment to the Loan Documents which requires the Noteholder's consent pursuant to the terms of the Loan Documents.

6. Assumption by the New Borrower Principal of Liability for the Exceptions to Non-Recourse. Notwithstanding the release of the Original Borrower Principals as set forth in Section 7 hereof, the New Borrower Principal hereby adopts, ratifies and reaffirms as of the date hereof all of the representations, warranties and covenants of the Original Borrower Principals under the Loan Documents as if the New Borrower Principal was the Original Borrower Principals named therein and assumes all liability of the Original Borrower Principals under the Loan Documents, including without limitation, the provisions of the Hazardous Materials Indemnity Agreement ("Hazardous Materials Agreement") dated June 28, 1999 from Original Borrower and Original Borrower Principals for the Lender's benefit and the Guaranty Agreement ("Guaranty Agreement") dated June 28, 1999 from Original Borrower Principals for the Lender's benefit. The New Borrower Principal acknowledges and agrees that all references to

the Original Borrower Principals in the Loan Documents shall be deemed to refer to the New Borrower Principal.

7. Release of Original Borrower and Original Borrower Principals. In reliance upon the Original Borrower's, Original Borrower Principals', New Borrower Principal's and the Assumptor's acknowledgements, representations and warranties in this Agreement and in consideration for releases contained in Section 12 of this Agreement, Noteholder releases the Original Borrower and the Original Borrower Principals from their respective obligations under the Loan Documents, provided, however, that neither the Original Borrower nor any of the Original Borrower Principals is released from any liability pursuant to this Agreement, or the provisions of the Loan Documents, including, without limitation the Hazardous Materials Agreement, or Article 4 of the Loan Agreement for any liability that relates to the period prior to the date hereof, regardless of when any environmental hazard or other condition giving rise to any such liability thereunder is discovered. If any material element of the representations and warranties contained herein as the same relate to the Original Borrower and the Original Borrower Principals is false as of the date of this Agreement or in the event the Original Borrower or the Original Borrower Principals take or cause any other party hereto (other than Noteholder) to take any actions which are in contradiction with the provisions of Section 12 of this Agreement, then the release set forth in this Section 7 shall be deemed canceled effective as of the date of this Agreement and the Original Borrower and the Original Borrower Principals shall remain obligated under the Loan Documents as though there had been no such release. Notwithstanding the foregoing, nothing herein shall be construed to expand the liability of the Original Borrower and Original Borrower Principals as limited by Section 12.1 of the Loan Agreement, the Hazardous Materials Agreement and the Guaranty Agreement, as applicable.

8. No Impairment of Lien. Nothing set forth herein shall affect the priority or extent of the lien of the Security Instrument or any of the other Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement may become liable, primarily or secondarily, under the Loan Documents. Except as expressly modified hereby, the Note, the Security Instrument and the other Loan Documents remain unchanged, are hereby ratified and reaffirmed in all respects and shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens, operation and effect of the Security Instrument and the other Loan Documents, all of which are incorporated herein by this reference. Nothing herein shall be construed to constitute a novation of the Loan or of any of the Loan Documents.

9. Costs. The Assumptor agrees to pay all fees and costs (including reasonable attorneys' fees) incurred by Noteholder in connection with Noteholder's consent to and approval of the Transfer of the Premises and in connection with Noteholder's consent to the Transfer and to the Assumption. The Assumptor further agrees to pay all fees and costs (including reasonable attorney's fees) incurred by Noteholder after the date hereof, in obtaining all documents and funds consistent with the closing instruction letter issued to the closing agent.

10. Financial Information. The Assumptor and the New Borrower Principal represent and warrant to Noteholder that all financial information and information regarding the management capability of the Assumptor and the New Borrower Principal provided to

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Noteholder was true and correct as of the date provided to Noteholder and remains materially true and correct as of the date of this Agreement.

11. Addresses. Assumptor's address for notice hereunder and under the Loan Documents is:

4520 Star Rauch Road
Colorado Springs, CO 80906

With a copy to:

Michael C. Cook, Esq.
509 North Tejon Street
Colorado Springs, CO 80903

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12. Complete Release. (a) Assumptor, Original Borrower, Original Borrower Principals and New Borrower Principal (the "Indemnitors") hereby jointly and severally, unconditionally and irrevocably release and forever discharge Lender, Noteholder and Servicer, and their respective successors, assigns, agents, directors, officers, employees, and attorneys, and each current or substitute trustee, if any, under the Security Instrument (collectively, the "Indemnitees") from all Claims, as defined below. Furthermore, each Indemnitor agrees to indemnify Indemnitees, and defend and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with any Claims made by or through such Indemnitor. As used in this Agreement, the term "Claims" shall mean any and all possible claims, demands, actions, fees, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which the Original Borrower, the Original Borrower Principals, or any of their respective partners, limited partners, members, officers, directors, shareholders, agents or employees, may now or hereafter have against the Indemnitees, and irrespective of whether any such Claims arise out of contract, tort, violation of laws, or regulations, or otherwise, arising out of or relating to the Loan or any of the Loan Documents, the Premises, this Agreement or the transactions contemplated with respect thereto, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental or emotional distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advance, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law. Original Borrower, Assumptor, Original Borrower Principals and New Borrower Principal agree that Noteholder has no fiduciary or similar

obligations to any of such parties and that their relationship is strictly that of creditor and debtor. This release is accepted by Noteholder pursuant to this Agreement and shall not be construed as an admission of liability on the part of any party hereto. Original Borrower and Original Borrower Principals hereby represent and warrant that they are the current legal and beneficial owners of all Claims, if any, released hereby and have not assigned, pledged or contracted to assign or pledge any such Claims to any other person or entity.

(b) Assumptor and New Borrower Principal hereby warrant and represent that they have no interest in any Claims, and they join in this Section 12 to unconditionally and irrevocably release and forever discharge the Indemnitees from all Claims to the extent they may be deemed to have any such Claims, and to join in the foregoing indemnification in accordance with its terms. Notwithstanding the foregoing, nothing herein shall be construed to expand the liability of the Indemnitors as limited by Section 12.1 of the Loan Agreement, the Hazardous Materials Agreement and the Guaranty Agreement.

(c) Nothing in this Section 12 shall be construed to constitute a waiver by any party of the right to enforce the provisions of this Agreement in accordance with its terms.

13. Usury. It is expressly stipulated and agreed to be the intent of all of the parties hereto at all times to comply with the applicable law governing the maximum rate or amount of interest payable on or in connection with the Note and the Loan (or applicable United States federal law to the extent that it permits Noteholder to contract for, charge, take, reserve or receive a greater amount of interest payable on or in connection with the Note and the Loan than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note or under the Security Instrument, this Agreement or any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Loan, or if Original Borrower or Assumptor having paid any interest in excess of that permitted by law, then it is the express intent of all of the parties that all excess amounts theretofore collected by Noteholder or Lender be credited to the then outstanding principal balance of the Note (or, if the Note has been or would thereby be paid in full, any surplus refunded to Original Borrower or Assumptor), and the provisions of the Note, this Agreement, the Security Instrument and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with such applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. The right to accelerate the maturity of the Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Noteholder does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender or Noteholder for the use, forbearance or detention of the indebtedness evidenced by the Note or other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling. Notwithstanding any provision contained in the Note, the Security Instrument, this Agreement or in any of the other Loan Documents, as amended herein, that permits the compounding of interest, including, without limitation, any provision by which any of the accrued interest is added to the principal amount of the Note, the total amount of interest that Original Borrower or Assumptor is obligated to pay and Noteholder is entitled to receive with respect to the Loan shall

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not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the maximum rate allowed by applicable law on principal amounts actually advanced to or for the account of Original Borrower or Assumptor, including all current and prior advances and any advances made pursuant to the Security Instrument, this Agreement or the other Loan Documents, as amended herein (including, but not limited to, the payment of taxes, insurance premiums and the like). The provisions of the Note and the other Loan Documents limiting the amount of interest which may be contracted for, charged or received on the indebtedness evidenced thereby and dealing with the rights and duties of the parties with respect to the charging or receiving of interest in excess of the maximum rate, are hereby incorporated in this Agreement by reference as though fully set forth herein. To the extent permitted by law, the Original Borrower, the Assumptor, the Original Borrower Principals and the New Borrower Principal hereby waive and release all claims and defenses based upon usury in connection with the execution and delivery of the Note and the other Loan Documents and the borrowing of the funds represented by the Loan.

14. References to Principals. References to TMP Mission Trace, LLC, Anthony W. Thompson and William O. Passo in Section 3.9 of the Security Agreement, are hereby amended to refer to Jong Ho Kim.

15. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the jurisdiction(s) in which the Premises is located without regard to its conflicts of law principles.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT

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BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(h) THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS AS SET FORTH IN SECTION 12 HEREOF.

(i) Each of the Original Borrower, Assumptor, Original Borrower Principals and New Borrower Principal agrees to promptly execute and deliver all such documents and instruments and do all such other acts as may be reasonably required by Noteholder in the future, to perfect, confirm or effectuate the Transfer and Assumption contemplated by this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, with the intent that this shall be deemed an instrument under seal.

WITNESS/ATTEST:

Name:

ASSUMPTOR:

MISSION TRACE KIM, LLC, a Colorado limited liability company

By: _____ (SEAL)
Name: JONG H KIM
Title: MANAGER

[SIGNATURES CONTINUE ON THE NEXT PAGE]

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

WITNESS/ATTEST:

Name:

NEW BORROWER PRINCIPAL:

JONG HO KIM (SEAL)

[SIGNATURES CONTINUE ON THE NEXT PAGE]

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

WITNESS/ATTEST:

Name:

Name:

ORIGINAL BORROWER:

TMP TRACE, LLC, a Delaware limited liability company

By: TMP MISSION TRACE, LLC,
a Delaware limited liability company,
its sole member

By: TMP INVESTMENTS, INC.,
a California corporation, its manager

By: _____ (SEAL)
Name: Anthony W. Thompson
Title: Vice President

By: _____ (SEAL)
Name: William O. Passo
Title: President

[SIGNATURES CONTINUE ON THE NEXT PAGE]

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

WITNESS/ATTEST:

Name: THERESA TRAN

ORIGINAL BORROWER PRINCIPALS:

(SEAL)
ANTHONY W. THOMPSON

WITNESS/ATTEST:

Name: CHRIS MILLER

(SEAL)
WILLIAM O. PASSO

[SIGNATURES CONTINUE ON THE NEXT PAGE]

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

WITNESS/ATTEST:

NOTEHOLDER:

WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999, for Certificateholders of Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates Series 1999-2

By: GEMSA LOAN SERVICES, L.P.,
as Servicer pursuant to the PSA

Name: Herb Hedley

By: _____ (SEAL)
Name: Pat McEntee
Title: Director, Portfolio Management

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STATE OF §
§ SS
COUNTY OF §

On May 16th, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Jong Ho Kim personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

MICHAEL C. COOK NOTARY PUBLIC STATE OF COLORADO

Notary Public in and for
the State of Colorado

My commission expires: 9/29/02

(SEAL)

STATE OF §
§ SS
COUNTY OF §

On _____, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony W. Thompson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for
the State of _____

My commission expires: _____

(SEAL)

STATE OF §
§ SS
COUNTY OF §

J. Patrick Kelly El Paso Cty,CO 202081325
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On _____, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Jong Ho Kim personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for
the State of _____

My commission expires: _____

(SEAL)

STATE OF CA §
§ SS
COUNTY OF Orange §

On May 16, _____, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony W. Thompson personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

THERESA TRAN
Commission # 1227381
Notary Public - California
Orange County
My Comm. Expires Jul 2, 2003

_____
Notary Public in and for
the State of CALIFORNIA

My commission expires: 07/02/03

(SEAL)

STATE OF California §
§ SS
COUNTY OF Orange §

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On May 16, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared William O. Passo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cynthia K. Campbell
Notary Public in and for
the State of California

My commission expires: July 2, 2004

(SEAL)

CYNTHIA K. CAMPBELL
Comm. # 1269658
NOTARY PUBLIC - CALIFORNIA
Orange County
My Comm. Expires July 2, 2004

STATE OF §
§ SS
COUNTY OF §

On _____, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for
the State of _____

My commission expires: _____

(SEAL)

STATE OF §
§ SS
COUNTY OF §

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On _____, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared William O. Passo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually and in his authorized capacity, and that by his signature on the instrument the person, and the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for
the State of _____

My commission expires: _____

(SEAL)

STATE OF TEXAS §
§ SS
COUNTY OF HARRIS §

On May 16, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Pat McEntee personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for
the State of TEXAS

My commission expires: June 8, 2005

(SEAL)

KERI DURAN
Notary Public, State of Texas
My Commission Expires
JUNE 08, 2005

EXHIBIT A

Legal Description of the Premises

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"EXHIBIT A"

PARCEL 1:

LOTS 2, 3, 5 AND 8,
MISSION TRACE AT THE SPRINGS, FILING NO. 2,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS, INCLUDING BUT NOT LIMITED TO, PASSAGE AND PARKING OF VEHICLES, PEDESTRIAN TRAFFIC AND ACCESS EASEMENTS AS DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1221,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 3:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 3, 4 AND 5, RECORDED JULY 12, 1984 IN BOOK 3893 AT PAGE 1216,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 4:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 5 AND 5A, RECORDED NOVEMBER 3, 1986 IN BOOK 5263 AT PAGE 1085,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 5:

LOT 2,
MISSION TRACE AT THE SPRINGS, FILING NO. 4,
COUNTY OF EL PASO,
STATE OF COLORADO.

PARCEL 6:

EASEMENT RIGHTS AS CONTAINED WITHIN THE PARTY WALL AGREEMENT BETWEEN LOTS 1 AND 2, MISSION TRACE AT THE SPRINGS, FILING NO. 4, AS SET FORTH IN INSTRUMENT RECORDED MAY 27, 1999 AT RECEPTION NO. 99084817,
COUNTY OF EL PASO,
STATE OF COLORADO.

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EXHIBIT B

LOAN DOCUMENTS

1. Promissory Note dated June 28, 1999 made by the Original Borrower and payable to the Lender, in the stated principal amount of $5,708,000.

2. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 28, 1999 made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of El Paso County, Colorado on July 6, 1999, as Instrument Number 099108343.

3. Loan Agreement dated June 28, 1999 made by and between the Original Borrower and the Lender.

4. Assignment of Leases and Rents dated June 28, 1999 made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of El Paso County, Colorado on July 6, 1999, as Instrument Number 099108344.

5. Hazardous Materials Indemnity Agreement dated June 28, 1999, made by Original Borrower and Original Borrower Principals for the benefit of the Lender.

6. Guaranty Agreement dated June 28, 1999, made by Original Borrower Principals for the benefit of Lender.

7. Financing Statements made by the Original Borrower for the benefit of the Lender, recorded among the Land Records of El Paso County, Colorado on July 6, 1999, as Instrument Number 099108345; and filed for record on July 6, 1999, with the Colorado Secretary of State as Instrument No. 19992037918.

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EPA #COD981541436
M&E 1.4

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

HAZARDOUS MATERIALS AND WASTE MANAGEMENT DIVISION

COMPLIANCE ORDER AND ASSESSMENT OF ADMINISTRATIVE PENALTY ORDER NUMBER 10-07-29-01

IN THE MATTER OF JSK CLEANERS, INC. d/b/a KING'S ONE HOUR CLEANER AND LAUNDROMAT and MR. JUNG SIN KIM

This Compliance Order is issued, jointly and severally, to JSK Cleaners, Inc. d/b/a King's One Hour Cleaner and Laundromat ("King's One Hour Cleaner") and Mr. Jung Sin Kim ("Mr. Kim") (collectively "the Parties") by the Colorado Department of Public Health and Environment, the Hazardous Materials and Waste Management Division ("the Department"), pursuant to the Department's authority under section 25-15-308(2), C.R.S., of the Colorado Hazardous Waste Act, sections 25-15-101 to 515, C.R.S. (the "Act"). The Department, as set forth herein, has determined that the Parties have violated, or are in violation of, certain provisions of the Act and the Colorado Hazardous Waste Regulations (the "Regulations"), 6 CCR 1007-3, and are hereby ordered to come into compliance with the Act and the Regulations.

General Findings of Fact and Conclusions of Law

1. At all times relevant to the violations cited herein, JSK Cleaners, Inc. was a Colorado corporation in good standing and registered to conduct business in the State of Colorado. Colorado Secretary of State Business Center records list the formation date of the corporation as August 31, 2000 and September 6, 2000 as the effective date of the trade name. JSK Cleaners, Inc. is an "operator" of King's One Hour Cleaner, as that term is defined by 6 CCR 1007-3, section 260.10.

2. Mr. Kim is the President of JSK Cleaners, Inc., and is an "operator" of King's One Hour Cleaner, as that term is defined by 6 CCR 1007-3, section 260.10. Mr. Kim routinely makes environmental compliance decisions on behalf of King's One Hour Cleaner and the Facility.

3. JSK Cleaners, Inc. and Mr. Kim are "persons" under the Act and the Regulations (section 25-15-101(13), C.R.S.; 6 CCR 1007-3, section 260.10).

EXHIBIT G

4. At all times relevant to the violations cited herein, the Parties operated the King's One Hour Cleaner dry cleaning facility located in the Mission Trace Shopping Center at 3217 S. Academy Boulevard in Colorado Springs, Colorado (the "Facility"). The Parties' dry cleaning operations at the Facility include the use of the dry cleaning solvent perchloroethylene (a/k/a "tetrachloroethylene" and also referred to as "PCE" or "perc"). Dry cleaning operations have been conducted at this facility location since 1986. The Parties commenced operations at the Facility in 2000 and have continuously operated since that date.

5. On or about September 2, 1986, King's One Hour Cleaner submitted a Notification of Hazardous Waste Activity (EPA Form 8700-12) to the Department stating that its operations included the generation of F002 listed hazardous waste at the Facility. King's One Hour Cleaner was issued the EPA identification number COD981541436. Subsequent notifications for the Facility were filed with the Department on or about May 10, 1991, July 14, 2006, and October 21, 2009. King's One Hour Cleaner is currently listed as a conditionally exempt small quantity generator (generates less than 100 kg per month) of hazardous waste at the Facility.

6. The Parties generate the following hazardous wastes from dry cleaning operations at the Facility:
   - Spent filters from the dry cleaning machine contaminated with spent PCE (F002);
   - PCE sludge from the distillation of spent PCE (F002);
   - Separator water contaminated with PCE (F002); and
   - Lint contaminated with PCE (F002).

7. The Parties do not have and have never had a permit or interim status for the treatment, storage, or disposal of hazardous waste at the Facility.

8. On August 26, 2009, the Division conducted an unannounced inspection, pursuant to the Division's authority under section 25-15-301(3), C.R.S., at the Facility for the purpose of determining compliance with the Act and the Regulations. The inspection was conducted to investigate possible mismanagement of hazardous waste at the Facility, following the discovery of PCE in a down-gradient municipal well.

9. At the time of the August 26, 2009, Division inspectors observed PCE staining on the wall above the hazardous waste storage drum located near the dry cleaning machine, and on the floor at the base of the hazardous waste storage drum located in the back of the Facility. A Compliance Advisory was issued to King's One Hour Cleaner at the time of inspection for failure to maintain and operate a facility in a manner that minimizes the possibility of a release, in violation of 6 CCR 1007-3, section 261.5(b)(5).

10. On or about August 27, 2009, the Division received a copy of a September 23, 2005 Phase I Environmental Site Assessment Report prepared by EBI Consulting regarding the

Mission Trace Shopping Center. Results of the environmental investigation indicated the presence of PCE in the soil in the vicinity of the Facility.

11. On September 9, 2009, the Division received an e-mail from Mr. Kim in response to the August 26, 2009 Compliance Advisory. The September 9, 2009 e-mail did not contain a written response, but rather contained pictures taken after cleaning of the PCE-stained areas at the Facility in response to the August 2009 Compliance Advisory.

12. On October 14, 2009, the Division conducted a random compliance evaluation inspection at the Facility, pursuant to the Environmental Results Program, to determine compliance with the Act and the Regulations. The Division inspector noticed that the PCE staining observed at the time of the August 26, 2009 inspection had been scrubbed clean.

13. At the time of the October 14, 2009 inspection, Mr. Kim indicated that he disposes of the separator water generated at the Facility by emptying the buckets of separator water onto the pavement of the front parking lot of the Facility. A second Compliance Advisory was issued to King's One Hour Cleaners at the time of the October 14, 2009 inspection. In the October 14, 2009 Compliance Advisory, King's One Hour Cleaners was instructed to ensure the facility is operated and maintained in a manner that minimizes the possibility of an unplanned release, and to ensure that separator water is disposed as an F002 hazardous waste.

14. In his signed written response to the October 14, 2009 Compliance Advisory statement, Mr. Kim confirmed that the Facility had been disposing of its separator water by throwing it out into the front parking lot at the Facility. Mr. Kim indicated that the Facility had recently purchased an evaporator unit and was now evaporating its separator water.

15. On December 9, 2009, the Division held a Compliance Conference by teleconference with Mr. Kim to discuss the August 26, 2009 and October 14, 2009 Compliance Advisories.

16. On February 2, 2010, the Division issued a draft Compliance Order on Consent to the Parties for violations noted at the Facility at the time of the August 26, 2009 and October 14, 2009 inspections. The mutual objectives of the Compliance Order on Consent were to:

    a. establish compliance requirements and criteria for the continued operation of the Facility;
    b. establish requirements and schedules for the investigation into the nature and extent of any hazardous waste or hazardous constituent contamination at, or relating to, the hazardous waste management facility located at the Facility;
    c. establish requirements and schedules for the remediation, if necessary, of any contamination at, or relating to, the Facility; and

d. resolve the violations of the Act and the Regulations cited in the Compliance Advisories issued to King's One Hour Cleaner by the Division on August 26, 2009 and October 14, 2009.

17. On March 25, 2010, the Division held a settlement conference with the Parties regarding the draft Consent Order that was issued to the Parties on February 2, 2010.

18. Efforts to reach a negotiated settlement with the Parties have been unsuccessful, and the Division is now issuing the Compliance Order as a Unilateral Order to the Parties, jointly and severally.

19. Corrective action for remediation of the PCE contamination at the Facility is currently being conducted by New Mission LLC, the property owner.

Violation
(Illegal Disposal of Hazardous Waste)

20. Paragraphs 1 through 19 of this Compliance Order are incorporated herein by reference.

Findings of Fact

21. At the time of the October 14, 2009 inspection, Mr. Kim indicated that he disposes of the Facility's separator water by emptying the buckets of separator water onto the pavement of the front parking lot of the Facility.

22. In his signed written response to the October 14, 2009 Compliance Advisory, Mr. Kim confirmed that the Facility had been disposing of its separator water by throwing it out into the front parking lot at the Facility.

Conclusions of Law

23. Pursuant to 6 CCR 1007-3, section 261.2(a), a solid waste is any discarded material that is not otherwise excluded from regulation. A discarded material is any material which is abandoned by being disposed of, burned or incinerated, or accumulated, stored or treated before or in lieu of being abandoned by being disposed of, burned or incinerated.

24. The spent PCE wastes generated by the Parties from dry cleaning operations at the Facility are solid wastes as defined by 6 CCR 1007-3, section 261.2.

25. Pursuant to 6 CCR 1007-3, section 261.3(a), a solid waste is a hazardous waste if the waste has no commercial use or value and it exhibits any characteristic of hazardous waste or it has been listed as a hazardous waste.

26. Pursuant to 6 CCR 1007-3, section 261.31, spent halogenated solvents, including spent PCE, are listed as hazardous waste (F002).

27. The spent PCE wastes generated by the Parties from dry cleaning operations at the Facility are F002 listed hazardous waste.

28. 6 CCR 1007-3, section 260.10 defines disposal of a hazardous waste as the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste or hazardous waste into or on any land or water so that such solid or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

29. Pursuant to section 25-15-308(1)(b), C.R.S. and 6 CCR 1007-3, Part 100, no person shall dispose of any hazardous waste on-site without having obtained either state or federal interim status, a federal permit, or a permit issued by the Department.

30. The Parties have disposed of F002 hazardous waste into the environment at the Facility without having a permit or interim status, in violation of section 25-15-308(1)(b), C.R.S. and 6 CCR 1007-3, section 100.10.

COMPLIANCE ORDER

Based on the foregoing factual and legal determinations and pursuant to section 25-15-308(2), C.R.S., the Parties, jointly and severally, are hereby ordered to:

31. Upon the effective date of this Consent Order, make hazardous waste determinations for all solid waste streams generated at the Facility, in compliance with 6 CCR 1007-3, section 262.11.

32. Upon the effective date of this Consent Order, ensure that all hazardous wastes generated at the Facility are managed in accordance with the Act and the Regulations. Specifically, King's One Hour Cleaners and Mr. Kim shall ensure that all hazardous waste generated at the Facility is either treated in an on-site facility or delivered to a permitted hazardous waste treatment, storage or disposal facility, in compliance with 6 CCR 1007-3, sections 261.5(g)(3) and 100.10, and section 25-15-308(1)(b), C.R.S. King's One Hour Cleaner is currently evaporating the facility's separator water in an on-site misting unit.

33. The Department reserves the right to impose any additional conditions or requirements necessary for compliance with the Act or the Regulations or to protect human health and the environment.

NOTICE OF LIABILITY FOR ADMINISTRATIVE PENALTIES

34. Section 25-15-309, C.R.S. provides that any person who violates Section 25-15-308, C.R.S., which includes violations of Part 3 of the Act, Sections 25-15-301 to 327, C.R.S., and the Colorado Hazardous Waste Regulations 6 CCR 1007-3, or any Compliance Order of the Department of Health which is not subject to a stay pending judicial review, shall be subject to a administrative penalty of not more than $15,000 per violation per day during which such violation occurs. Based upon the facts described in this Order, and taking into account the factors prescribed by statute, i.e., the seriousness of violations and any good faith efforts to comply with applicable statutory and regulatory requirements, the Department assesses an administrative penalty of $15,000.00 for the violation in this Order as follows:

Violation	Assessed Penalty
1. Illegal Disposal of Hazardous Waste	$15,000.00
Administrative Penalty Total:	$15,000.00

This penalty was calculated in accordance with the Department's Penalty Policy. The reasoning behind this penalty is detailed in the penalty calculation worksheets for this case, which are incorporated herein by reference and enclosed as Attachment 1.

TERMS OF PENALTY PAYMENT

35. If the Parties do not contest the findings and assessments set out above, payment of the penalty for the violations may be forwarded to the Colorado Department of Public Health and Environment. Payment must be made, within thirty (30) days of the effective date of this Order, by certified or cashier's check drawn to the order of the "Colorado Department of Public Health and Environment" and delivered to the attention of Mr. Randy Perila of the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

36. Payment of the penalty in this manner does not relieve the Parties of their obligation to perform the activities required in this Compliance Order.

NOTICE OF EFFECTIVE DATE OF ORDER

37. This Compliance Order is effective immediately upon receipt.

OPPORTUNITY TO APPEAL

38. Pursuant to section 25-15-308(3), C.R.S., the Parties have the right to file an appeal within thirty (30) calendar days of receipt of this Compliance Order. The Notice of appeal shall be filed by personal service or by registered mail, return receipt requested, with the Office of Administrative Courts in the Department of Personnel, and with the Executive Director of the Department or the Executive Director's designee. The filing of an appeal of this Compliance Order shall stay the obligation to submit payment of any monetary penalty pursuant to this Compliance Order. The filing of an appeal does not, however, negate the Parties' obligation to otherwise comply with the Order. Should you have any questions regarding this Compliance Order, you may contact:

Kathryn Stewart, Unit Leader
Hazardous Waste Compliance Assurance Unit
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
HMWMD-CP-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: (303) 692-3307

Questions of a legal nature shall be directed to:

Robert Eber, Senior Assistant Attorney General
Office of the Attorney General
Natural Resources and Environment Section
Attorney for the Division
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-5034

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

Kathryn Stewart
Kathryn Stewart, Unit Leader
Hazardous Waste Compliance Assurance Unit
Hazardous Materials and Waste
Management Division

7/29/2010
Date

Approved as to Form:

Robert Eber

7/30/10
Date

Robert Eber # 16840*
Senior Assistant Attorney General
Office of the Attorney General
Natural Resources and Environment Section
Attorney for the Division

1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-5034

*Counsel of Record

ATTACHMENT 1 TO COMPLIANCE ORDER NUMBER 10-07-29-01

Facility Name: King's One Hour Cleaners
EPA ID Number: COD981541436
PENALTY COMPUTATION WORKSHEET SUMMARY
DATE: July 21, 2010

Penalty Calculation Number 1.....$ 15,000

Violation: Disposal of hazardous waste on-site, at 3217 South Academy Blvd, Colorado Springs, CO, without having interim status or a permit.
Statute/Regulation Violated: 6 CCR 1007-3, sections 261.5(g)(3) and 100.10 and section 25-15-308(1)(b) C.R.S.

TOTAL PENALTY.....**$ 15,000**

ATTACHMENT 1 TO COMPLIANCE ORDER NUMBER 10-07-29-01

Facility Name: King's One Hour Cleaners
PENALTY COMPUTATION WORKSHEET
SUMMARY OF ECONOMIC BENEFIT
Date July 21, 2010

Economic Benefit Calculation Number 1.....**$0**

TOTAL CALCULATION FOR ECONOMIC BENEFIT.....**$0**

ATTACHMENT 1 TO COMPLIANCE ORDER NUMBER 10-07-29-01

CONSIDERATION OF STATUTORY FACTORS

The factors to be considered in determining an appropriate penalty in accordance with the provisions of 25-15-309(3) C.R.S. are incorporated into this penalty calculation to the extent that information is available. The factors are incorporated as follows:

Factor A. The seriousness of the violation. *This factor is incorporated as the 'Seriousness of the Violation' in each calculation.*

Factor B. Whether the violation was intentional, reckless, or negligent. *This factor is incorporated as an adjustment for intent, recklessness, and/or negligence in each calculation.*

Factor C. The impact upon or the threat to the public health or the environment as a result of the violation. *This factor is incorporated as the 'Impact or Threat' in each calculation.*

Factor D. The degree of recalcitrance or recidivism upon the part of the violator. *This factor is incorporated as an adjustment for history of non-compliance in each calculation.*

Factor E. The economic benefit realized by the violator as a result of the violation. *This factor is incorporated as an adjustment for economic benefit of non-compliance in each calculation.*

Factor F. The voluntary and complete disclosure by the violator of a violation in a timely fashion after discovery and prior to the Department's knowledge of the violation provided that all reports required pursuant to the state environmental law have been submitted as and when otherwise required. *The violations in this case were not voluntarily disclosed and, therefore, no mitigation of the penalty was considered for this factor.*

Factor G. Full and prompt cooperation by the violator following disclosure of a violation. *The violations in this case were not voluntarily disclosed and, therefore, no mitigation of the penalty was considered for this factor.*

Factor H. The existence of a regularized and comprehensive environmental compliance program or an environmental audit program that was adopted in a timely and good faith manner and that includes sufficient measures to identify and prevent future noncompliance. *At the time of the violations, King's One Hour Cleaners did not have a comprehensive environmental compliance program. The nature of the violations is evidence that such a compliance program was not in place at the Facilities. No mitigation of the penalty is warranted due to the implementation of a management system.*

Factor I. Any other aggravating or mitigating circumstances. *This factor may be incorporated as an adjustment in each calculation.*

ATTACHMENT 1 TO COMPLIANCE ORDER NUMBER 10-07-29-01

PENALTY COMPUTATION WORKSHEET
VIOLATION NUMBER 1:

Company Name: King's One Hour Cleaners

EPA ID Number: COD981541436

Regulation Violated: 6 CCR 1007-3, sections 261.5(g)(3) and 100.10 and section 25-15-308(1)(b) C.R.S., disposal of hazardous waste at 3217 South Academy Blvd, Colorado Springs, CO, without having interim status or a permit.

Date of Inspection: October 14, 2009
Lead Inspector: Beth Ann Williams

PART I – SERIOUSNESS OF VIOLATION

1. **Default:** Major-Major

2. **Seriousness of the Violation:** (*Statutory Factor A)* Major

Justification: During a random environmental results program (ERP) compliance evaluation inspection on October 14, 2009 Mr. Jung Sin Kim indicated that he disposes of his tetrachloroethylene (PCE)-contaminated separator water by emptying full buckets onto the pavement of the front parking lot of his facility. One of the key elements of the hazardous waste regulatory program is to prohibit the disposal of hazardous waste at facilities that do not have interim status or a permit for such disposal. Permits establish the technical and administrative controls that are necessary to ensure protection of human health and the environment and are a key regulatory requirement in the overall cradle to grave waste management program. Tetrachloroethylene -contaminated separator water is an F002 Listed hazardous waste. Therefore, this violation of unpermitted disposal of hazardous waste represents a **Major** deviation from the regulatory requirements.

3. **Impact or Threat:** *(Statutory Factor C)* **Major**

Justification: Based upon information contained in the above referenced inspection, hazardous waste containing tetrachloroethylene has been released into the environment at King's One Hour Cleaners located at 3217 South Academy Blvd, Colorado Springs, CO. Tetrachloroethylene is reasonably anticipated to be a human carcinogen and has been discovered at levels above drinking water standards in groundwater monitoring wells associated with a plume originating from the facility's location. Because relcases have been admitted and confirmed the impact or threat to human health and the environment for this violation has been assessed as **Major.**

4. **Base Penalty from Penalty Matrix:** $25,000

5. **Number of Counts:** 1

Justification: The Division has assessed 1 count to this violation because the operator was out of compliance with one regulatory requirement at one facility, 3217 South Academy Blvd, Colorado Springs, CO.

6. **Total Per-Count Penalty:** $25,000

PART II – PENALTY ADJUSTMENTS

1. **Intentional and/or Reckless:** *(Statutory Factor B)* 0%

   Justification: An adjustment for this factor is not warranted because the Facility's actions did not appear to be intentional and/or reckless.

2. **Degree of Recalcitrance or Recidivism:** *(Statutory Factor D)* 0%

   Justification: An adjustment for this factor is not warranted because the Facility does not appear to have a history of noncompliance.

3. **Voluntary and complete disclosure of violation by the violator prior to the Departments knowledge of the violation:** *(Statutory Factor F)* 0%

   Justification: An adjustment for this factor is not warranted because the Facility did not voluntarily disclose the violation in question.

4. **Full and prompt cooperation by the violator after disclosure of a violation:** *(Statutory Factor G)* 0%

   Justification: An adjustment for this factor is not warranted because the Facility did not voluntarily disclose the violation in question.

5. **The existence of a comprehensive environmental compliance program:** *(Statutory Factor H)* 0%

   Justification: An adjustment for this factor is not warranted because the Facility does not have an environmental management compliance program that includes sufficient measures to identify and prevent future non-compliance.

6. **Other aggravating or mitigating circumstances:** *(Statutory Factor I)* 0%

   Justification: An adjustment for this factor is not warranted.

7. **Total Adjustments:** $0

8. **Adjusted Per-Day Penalty:** $25,000

9. **Number of Days of Violation:** 1 Day Applied

   Justification: One day of violation has been applied because the Department is unable to determine the number of times the disposal occurred.

10. **Multi-day Penalty:** 1 day of violation x $25,000 per day = $25,000

11. **Economic Benefit:** *(Statutory Factor E)* $0

Justification: The Division has evaluated the potential for economic benefit associated with this violation. Disposal of hazardous waste is normally a violation for which an economic benefit can be calculated. However, in this case, the Division does not have information to determine the volume of hazardous waste that was released to the environment. Therefore, an economic benefit for this violation cannot be determined.

12. **Total Penalty Amount:** $25,000
The Colorado Revised Statute limits the Division's ability to assess administrative penalties to no more than $15,000 per day per violation. Therefore, the maximum penalty that may be assessed for this violation is $15,000.

EPA ID COD981541436
M&E 1.3

New Mission, LLC

RECEIVED
SEP 24 2012
HAZARDOUS MATERIALS
AND WASTE MANAGEMENT

September 10, 2012

Senator Mark Udall
United States Senate
Pikes Peak Region Office
2880 International Circle, #107
Colorado Springs, CO 80903

Re: Widefield PCE Site in Security, El Paso County, Colorado

Dear Senator Bennet, Senator Udall and Congressman Lamborn,

As the Manager of New Mission, LLC ("New Mission") which owns the New Mission Shopping Center in Colorado Springs, Colorado, I am requesting your assistance and support in dealing with the unreasonable and costly requirements being imposed on our business by the U.S. Environmental Protection Agency ("EPA"). EPA Region 8 in Denver is accusing New Mission of contaminating the Security Water District's drinking water supply well with tetrachloroethylene, also known as perchloroethyelene ("PCE"), and is threatening to require New Mission to construct a costly new water treatment facility.

New Mission is an Innocent Landowner

New Mission purchased the New Mission Shopping Plaza in 2005 after commissioning environmental consultants to perform Phase I and Phase II due diligence environmental assessments. These assessments concluded that although PCE was detected in soil samples collected beneath the King's One Hour Dry Cleaner ("King's") tenant space, the reported concentrations were below the applicable guidance values developed by the Colorado Department of Public Health and Environment ("CDPHE"). Based on those assessments, New Mission purchased the property with the understanding that environmental impairments were not present.

King's was a tenant in the New Mission Shopping Plaza and was solely responsible for its operations and compliance with applicable regulations. New Mission had no involvement in the King's operations. King's continued dry cleaning operations after the purchase of the shopping center by New Mission. CDPHE conducted several inspections of King's between 2005 and 2010. Although violations were noted during these inspections, none of the violations were apparently serious enough to cause CDPHE to require King's to cease operations or indicated that a release of PCE had occurred from its operations. There is no evidence that would indicate that a release of PCE occurred after New Mission purchased the New Mission Shopping Plaza in 2005.

Upon learning of the potential issues associated with the dry cleaning operations and the operator's practices, New Mission evicted the King's operator in 2010 and dry cleaning operations ceased at that time. The operator of King's apparently fled the country in 2010 to avoid legal actions by CDPHE and EPA, but may have recently returned.

337 East Pikes Peak Avenue, Suite 200, Colorado Springs, CO 80903
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New Mission voluntarily entered into an agreement with CDPHE to perform additional environmental investigation of the King's site. The investigation activities were described in CDPHE-approved work plans and included additional on-site and off-site groundwater monitoring wells (including sampling), assessment and removal of PCE-impacted soil beneath King's, and indoor air sampling in tenant spaces adjacent to King's. To date, New Mission has met all the requirements of the approved work plan and their submittals have been approved by CDPHE. According to its June 2011 Action Memorandum, EPA is supporting CDPHE's efforts and approach, including approval of work plans. Remedial activities performed to date by New Mission include excavation and disposal of approximately 27 cubic yards of PCE-impacted soil, assessment and repairs of a sanitary sewer line within King's, and removal of approximately 5-gallons of PCE-impacted water observed beneath a section of the sewer line.

Other PCE Sources Should Be Investigated by EPA and CDPHE

EPA and CDPHE have identified PCE as the contaminant of concern to the Widefield Aquifer, which is a source of the Security Water District's water supply. EPA has also identified sources of PCE contamination to the Widefield Aquifer which include dry cleaning businesses and Schlage Lock Company. EPA and CDPHE have apparently concluded that King's is the sole source of PCE impacts to Security Water District well S-14 without adequate investigation of other potential sources and businesses known to use PCE. Potential current and historic sources of PCE located hydrogeologically upgradient of well S-14 include:

- Image Drycleaners: formerly located at 3035 Jetwing Drive, Colorado Springs, Colorado
- Your Valet Drycleaners: formerly located at 2750 South Academy Blvd., Colorado Springs, Colorado
- Seoul Cleaners: formerly located at 2547 Delta Drive, Colorado Springs, Colorado
- Schmidt Construction Asphalt Plant located 2635 Delta Drive, Colorado Springs, Colorado

In addition, other sources of groundwater contamination have been identified which are not attributable to the King's facility. As discussed in Terracon's January 2012 Summary Report, the apparent presence of petroleum contamination (possibly diesel fuel) observed in subsurface soils during performance of recent boring activities associated with groundwater monitoring wells MW-9 and MW-10 underscores the potential for the presence of other unanticipated contaminant sources in the area.

Since New Mission has remediated the PCE source on its property and groundwater monitoring has indicated a generally declining trend in PCE concentrations, New Mission has met all of the requirements of the CDPHE-approved work plan to date, and New Mission is an innocent landowner, it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds. If EPA is not satisfied with the declining trend in PCE groundwater concentrations, an evaluation of other potential PCE sources should be funded by EPA.

New Human-Health-Based Standard for PCE Upon Which a New MCL Will Be Based

The Maximum Contaminant Level ("MCL") is the maximum concentration of a chemical that is allowed in public drinking water systems. The MCL is established by the EPA based upon human health protection, technical feasibility, and costs.

The current MCL for PCE is 5 µg/L. EPA's new human-health-based standard for PCE is 17 µg/L. Since a MCL is based upon human health protection, technical feasibility, and costs, it would be logical for the EPA to revise the MCL for PCE based upon the new human-health-based standard for PCE of 17 µg/L.

Representatives of New Mission anticipate that EPA will eventually change the MCL for PCE to 17 µg/L. During the August 2, 2012 teleconference that EPA Region 8 representatives had with representatives of New Mission and the CDPHE Hazardous Materials and Waste Management Division, Paul Peronard of EPA Region 8 stated that no one at EPA is working on revising the MCL for PCE and Michelle Marcu of EPA Region 8 stated that nothing is on the horizon for EPA to change the MCL for PCE.

The statements that these EPA Region 8 representatives during the August 2nd teleconference didn't make sense to representatives of New Mission because on February 10, 2012 EPA had issued a press release which stated "Today the U.S. Environmental Protection Agency (EPA) posted the final health assessment for tetrachloroethylene -- also known as perchloroethyene, or perc -- to EPA's Integrated Risk Information System (IRIS) database. ... **EPA also sets limits for the amount of perc allowed in drinking water and levels for cleaning up perc at Superfund sites throughout the country, which will be updated in light of the IRIS assessment.**" (bolded emphasis added)

Also, in EPA's February 2012 "Fact Sheet on Perchloroethylene, also known as Tetrachloroethylene" in response to the question "Will EPA's Office of Water revise the federal Maximum Contaminant Level (MCL) for perc as a result of this assessment?" EPA responded "EPA decided to revise the federal Maximum Contaminant Level for perc in 2010 and intends to address the perc MCL as part of a category of carcinogenic volatile organic compounds (VOCs). The agency expects to initiate regulatory efforts to begin addressing carcinogenic VOCs by the end of March 2011. Typically, it takes about 2 to 2.5 years to develop a proposed rule and about 2 years to promulgate a final rule. **The final IRIS assessment for perc will be considered in EPA's review of the best available science and the agency's responsibilities under the law.**" (bolded emphasis added)

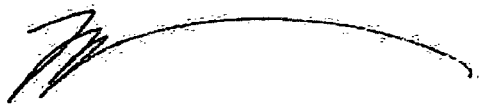
On August 16th, a representative of New Mission contacted Phil Oshida, Director of Standards and Risk Management Division, Office of Groundwater and Drinking Water, EPA, Washington, D.C. to ask him if EPA is working on revising the MCL for PCE. Mr. Oshida said EPA is currently working on revising the MCLs for PCE and trichloroethylene ("TCE"). He said EPA is considering regulating PCE, TCE and several other parameters as a group and EPA is trying to determine if these parameters can be analyzed by similar technologies and treated by

similar technologies. Mr. Oshida said EPA should have a proposal out in late 2013 or early 2014 and from the date of the proposal, EPA will have 1.5 years to get the final MCLs out.

Representatives of New Mission continue to anticipate that EPA will eventually change the MCL for PCE to 17 µg/L. Reported concentrations of PCE in wells sampled by the Security Water District and New Mission have been below the new human-health-based standard of 17 µg/L and in most cases below the current MCL of 5 µg/L. A costly new water treatment facility is not necessary.

New Mission has already spent more than $125,000 to remediate the PCE source on its property and groundwater monitoring. Please tell EPA Region 8 that it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds to construct a costly new water treatment facility (estimated by EPA to exceed $1,300,000) and it would also be inappropriate for EPA to spend any federal taxpayers' dollars to construct this new facility. Thank you for your consideration!

Very truly yours,



Matt Craddock
Manager

cc: Berry Craddock, New Mission, LLC
Connie King, Esq., Law Firm of Connie H. King, LLC
Larry Keefe, Terracon Consultants, Inc.
Carl Spreng, HMWMD, CDPHE
Walter Avramenko, HMWMD, CDPHE
Rob Eber, Esq., AGO, State of Colorado
Paul Peronard, USEPA Region 8
Virginia Phillips, USEPA Region 8

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New Mission, LLC

September 10, 2012

Senator Michael F. Bennet
United States Senate
Pikes Peak Office
409 North Tejon Street, Suite 107
Colorado Springs, CO 80903

Re: Widefield PCE Site in Security, El Paso County, Colorado

Dear Senator Bennet, Senator Udall and Congressman Lamborn,

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Since New Mission has remediated the PCE source on its property and groundwater monitoring has indicated a generally declining trend in PCE concentrations, New Mission has met all of the requirements of the CDPHE-approved work plan to date, and New Mission is an innocent landowner, it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds. If EPA is not satisfied with the declining trend in PCE groundwater concentrations, an evaluation of other potential PCE sources should be funded by EPA.

New Human-Health-Based Standard for PCE Upon Which a New MCL Will Be Based

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The current MCL for PCE is 5 µg/L. EPA's new human-health-based standard for PCE is 17 µg/L. Since a MCL is based upon human health protection, technical feasibility, and costs, it would be logical for the EPA to revise the MCL for PCE based upon the new human-health-based standard for PCE of 17 µg/L.

Representatives of New Mission anticipate that EPA will eventually change the MCL for PCE to 17 µg/L. During the August 2, 2012 teleconference that EPA Region 8 representatives had with representatives of New Mission and the CDPHE Hazardous Materials and Waste Management Division, Paul Peronard of EPA Region 8 stated that no one at EPA is working on revising the MCL for PCE and Michelle Marcu of EPA Region 8 stated that nothing is on the horizon for EPA to change the MCL for PCE.

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New Mission has already spent more than $125,000 to remediate the PCE source on its property and groundwater monitoring. Please tell EPA Region 8 that it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds to construct a costly new water treatment facility (estimated by EPA to exceed $1,300,000) and it would also be inappropriate for EPA to spend any federal taxpayers' dollars to construct this new facility. Thank you for your consideration!

Very truly yours,

Matt Craddock
Manager

cc: Berry Craddock, New Mission, LLC
Connie King, Esq., Law Firm of Connie H. King, LLC
Larry Keefe, Terracon Consultants, Inc.
Carl Spreng, HMWMD, CDPHE
Walter Avramenko, HMWMD, CDPHE
Rob Eber, Esq., AGO, State of Colorado
Paul Peronard, USEPA Region 8
Virginia Phillips, USEPA Region 8

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EPA ID COD981541436
M&E 1.3

New Mission, LLC

September 10, 2012

Congressman Doug Lamborn
U.S. House of Representatives
District Office
1271 Kelly Johnson Blvd., Suite 110
Colorado Springs, CO 80920

Re: Widefield PCE Site in Security, El Paso County, Colorado

Dear Senator Bennet, Senator Udall and Congressman Lamborn,

As the Manager of New Mission, LLC ("New Mission") which owns the New Mission Shopping Center in Colorado Springs, Colorado, I am requesting your assistance and support in dealing with the unreasonable and costly requirements being imposed on our business by the U.S. Environmental Protection Agency ("EPA"). EPA Region 8 in Denver is accusing New Mission of contaminating the Security Water District's drinking water supply well with tetrachloroethylene, also known as perchloroethyelene ("PCE"), and is threatening to require New Mission to construct a costly new water treatment facility.

New Mission is an Innocent Landowner

New Mission purchased the New Mission Shopping Plaza in 2005 after commissioning environmental consultants to perform Phase I and Phase II due diligence environmental assessments. These assessments concluded that although PCE was detected in soil samples collected beneath the King's One Hour Dry Cleaner ("King's") tenant space, the reported concentrations were below the applicable guidance values developed by the Colorado Department of Public Health and Environment ("CDPHE"). Based on those assessments, New Mission purchased the property with the understanding that environmental impairments were not present.

King's was a tenant in the New Mission Shopping Plaza and was solely responsible for its operations and compliance with applicable regulations. New Mission had no involvement in the King's operations. King's continued dry cleaning operations after the purchase of the shopping center by New Mission. CDPHE conducted several inspections of King's between 2005 and 2010. Although violations were noted during these inspections, none of the violations were apparently serious enough to cause CDPHE to require King's to cease operations or indicated that a release of PCE had occurred from its operations. There is no evidence that would indicate that a release of PCE occurred after New Mission purchased the New Mission Shopping Plaza in 2005.

Upon learning of the potential issues associated with the dry cleaning operations and the operator's practices, New Mission evicted the King's operator in 2010 and dry cleaning operations ceased at that time. The operator of King's apparently fled the country in 2010 to avoid legal actions by CDPHE and EPA, but may have recently returned.

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New Mission voluntarily entered into an agreement with CDPHE to perform additional environmental investigation of the King's site. The investigation activities were described in CDPHE-approved work plans and included additional on-site and off-site groundwater monitoring wells (including sampling), assessment and removal of PCE-impacted soil beneath King's, and indoor air sampling in tenant spaces adjacent to King's. To date, New Mission has met all the requirements of the approved work plan and their submittals have been approved by CDPHE. According to its June 2011 Action Memorandum, EPA is supporting CDPHE's efforts and approach, including approval of work plans. Remedial activities performed to date by New Mission include excavation and disposal of approximately 27 cubic yards of PCE-impacted soil, assessment and repairs of a sanitary sewer line within King's, and removal of approximately 5-gallons of PCE-impacted water observed beneath a section of the sewer line.

Other PCE Sources Should Be Investigated by EPA and CDPHE

EPA and CDPHE have identified PCE as the contaminant of concern to the Widefield Aquifer, which is a source of the Security Water District's water supply. EPA has also identified sources of PCE contamination to the Widefield Aquifer which include dry cleaning businesses and Schlage Lock Company. EPA and CDPHE have apparently concluded that King's is the sole source of PCE impacts to Security Water District well S-14 without adequate investigation of other potential sources and businesses known to use PCE. Potential current and historic sources of PCE located hydrogeologically upgradient of well S-14 include:

- Image Drycleaners: formerly located at 3035 Jetwing Drive, Colorado Springs, Colorado
- Your Valet Drycleaners: formerly located at 2750 South Academy Blvd., Colorado Springs, Colorado
- Seoul Cleaners: formerly located at 2547 Delta Drive, Colorado Springs, Colorado
- Schmidt Construction Asphalt Plant located 2635 Delta Drive, Colorado Springs, Colorado

In addition, other sources of groundwater contamination have been identified which are not attributable to the King's facility. As discussed in Terracon's January 2012 Summary Report, the apparent presence of petroleum contamination (possibly diesel fuel) observed in subsurface soils during performance of recent boring activities associated with groundwater monitoring wells MW-9 and MW-10 underscores the potential for the presence of other unanticipated contaminant sources in the area.

Since New Mission has remediated the PCE source on its property and groundwater monitoring has indicated a generally declining trend in PCE concentrations, New Mission has met all of the requirements of the CDPHE-approved work plan to date, and New Mission is an innocent landowner, it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds. If EPA is not satisfied with the declining trend in PCE groundwater concentrations, an evaluation of other potential PCE sources should be funded by EPA.

New Human-Health-Based Standard for PCE Upon Which a New MCL Will Be Based

The Maximum Contaminant Level ("MCL") is the maximum concentration of a chemical that is allowed in public drinking water systems. The MCL is established by the EPA based upon human health protection, technical feasibility, and costs.

The current MCL for PCE is 5 µg/L. EPA's new human-health-based standard for PCE is 17 µg/L. Since a MCL is based upon human health protection, technical feasibility, and costs, it would be logical for the EPA to revise the MCL for PCE based upon the new human-health-based standard for PCE of 17 µg/L.

Representatives of New Mission anticipate that EPA will eventually change the MCL for PCE to 17 µg/L. During the August 2, 2012 teleconference that EPA Region 8 representatives had with representatives of New Mission and the CDPHE Hazardous Materials and Waste Management Division, Paul Peronard of EPA Region 8 stated that no one at EPA is working on revising the MCL for PCE and Michelle Marcu of EPA Region 8 stated that nothing is on the horizon for EPA to change the MCL for PCE.

The statements that these EPA Region 8 representatives during the August 2nd teleconference didn't make sense to representatives of New Mission because on February 10, 2012 EPA had issued a press release which stated "Today the U.S. Environmental Protection Agency (EPA) posted the final health assessment for tetrachloroethylene -- also known as perchloroethyene, or perc -- to EPA's Integrated Risk Information System (IRIS) database. ... **EPA also sets limits for the amount of perc allowed in drinking water and levels for cleaning up perc at Superfund sites throughout the country, which will be updated in light of the IRIS assessment.**" (bolded emphasis added)

Also, in EPA's February 2012 "Fact Sheet on Perchloroethylene, also known as Tetrachloroethylene" in response to the question "Will EPA's Office of Water revise the federal Maximum Contaminant Level (MCL) for perc as a result of this assessment?" EPA responded "EPA decided to revise the federal Maximum Contaminant Level for perc in 2010 and intends to address the perc MCL as part of a category of carcinogenic volatile organic compounds (VOCs). The agency expects to initiate regulatory efforts to begin addressing carcinogenic VOCs by the end of March 2011. Typically, it takes about 2 to 2.5 years to develop a proposed rule and about 2 years to promulgate a final rule. **The final IRIS assessment for perc will be considered in EPA's review of the best available science and the agency's responsibilities under the law.**" (bolded emphasis added)

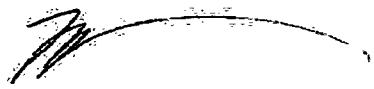
On August 16th, a representative of New Mission contacted Phil Oshida, Director of Standards and Risk Management Division, Office of Groundwater and Drinking Water, EPA, Washington, D.C. to ask him if EPA is working on revising the MCL for PCE. Mr. Oshida said EPA is currently working on revising the MCLs for PCE and trichloroethylene ("TCE"). He said EPA is considering regulating PCE, TCE and several other parameters as a group and EPA is trying to determine if these parameters can be analyzed by similar technologies and treated by

similar technologies. Mr. Oshida said EPA should have a proposal out in late 2013 or early 2014 and from the date of the proposal, EPA will have 1.5 years to get the final MCLs out.

Representatives of New Mission continue to anticipate that EPA will eventually change the MCL for PCE to 17 µg/L. Reported concentrations of PCE in wells sampled by the Security Water District and New Mission have been below the new human-health-based standard of 17 µg/L and in most cases below the current MCL of 5 µg/L. A costly new water treatment facility is not necessary.

New Mission has already spent more than $125,000 to remediate the PCE source on its property and groundwater monitoring. Please tell EPA Region 8 that it would be inappropriate for EPA to require New Mission to spend any additional amount of its limited funds to construct a costly new water treatment facility (estimated by EPA to exceed $1,300,000) and it would also be inappropriate for EPA to spend any federal taxpayers' dollars to construct this new facility. Thank you for your consideration!

Very truly yours,



Matt Craddock
Manager

cc: Berry Craddock, New Mission, LLC
Connie King, Esq., Law Firm of Connie H. King, LLC
Larry Keefe, Terracon Consultants, Inc.
Carl Spreng, HMWMD, CDPHE
Walter Avramenko, HMWMD, CDPHE
Rob Eber, Esq., AGO, State of Colorado
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MISSION TRACE
3001-3285 S. Academy
Colorado Springs CO 80916

FEBRUARY 2002
RENT ROLL

1/28/02
64-000

UNIT	TENANT	SQ FT	RORATA SHARE	START DATE	EXPIR. DATE	MONTHLY RENT	CAM CHARGE	INSURANCE	TAXES	SIGNAGE REIMB.	NEXT INCREASE	OPTIONS	SECURITY DEPOSIT
3001	PETER PIPER PIZZA	8,800	3.27%	11/1/85	4/30/03	$ 6,396.09 $ 0.73	$ 981.64 $ 0.11	$ 116.59 $ 0.01	$ 529.82 $ 0.06	$ -	6/02-CPI $ 6,589.97	NONE	$4,743.75
3009	MISSION TRACE BARBER SHOP	800	0.30%	11/1/89	1/31/05	$ 615.94 $ 0.77	$ 70.78 $ 0.09	$ 29.06 $ 0.04	$ 48.17 $ 0.06	$ -	2/03-Set 3.5% $ 637.50	NONE	$800.00
3013	ACADEMY LOCKSMITH	1,261	0.47%	8/1/92	12/31/03	$ 696.78 $ 0.55	$ 147.14 $ 0.12	$ 10.23 $ 0.01	$ 75.92 $ 0.06	$ -	1/03-CPI $ 717.68	NONE	$500.00
3015	BENEFICIAL COLORADO, INC.	1,800	0.67%	6/1/95	5/31/05	$ 1,650.00 $ 0.92	$ 209.72 $ 0.12	$ 14.92 $ 0.01	$ 108.37 $ 0.06	$ -	6/02-Set $ 1,725.00	1/5yr.	$0.00
3023	SPEEDY SIGN A RAMA	1,550	0.58%	11/1/94	10/31/03	$ 919.21 $ 0.59	$ 178.64 $ 0.12	$ 14.79 $ 0.01	$ 93.32 $ 0.06	$ -	11/02-CPI $ 946.79	NONE	$829.25
3025	VACANT	1,640	0.61%										
3027	KOONTZ CHIROPRACTIC	1,500	0.56%	9/1/01	8/31/06	Billed under unit 3031	$ -	$ -	$ -	$ -		0	$0.00
3029	PLANNED PARENTHOOD	1,240	0.46%	4/1/95	3/31/05	$ 535.94 $ 0.43	$ 142.37 $ 0.11	$ 12.38 $ 0.01	$ 74.66 $ 0.06	$ -	4/02-CPI $ 552.01	NONE	$500.00
3031	KOONTZ CHIROPRACTIC (1)	1,240	0.46%	9/4/94	8/31/06	$ 2,169.17 $ 1.75	$ 321.08 $ 0.12	$ 20.86 $ 0.02	$ 164.97 $ 0.13	$ -	9/02-CPI $ 2,234.25	1-5 yr. MKT	$1,291.66
3035	THE ALTERNATE SOURCE	10,000	3.72%	6/15/94	6/30/02	$ 4,791.67 $ 0.48	$ 1,176.70 $ 0.12	$ 71.29 $ 0.01	$ 602.07 $ 0.06	$ -	NONE	NONE	$3,333.33
3051	PAYCHECK LOANS	1,165	0.43%	10/1/94	09/30/02	$ 925.00 $ 0.79	$ 110.74 $ 0.10	$ 34.65 $ 0.03	$ 70.14 $ 0.06	$ 56.31	NONE	NONE	$600.00
3055	VACANT	1,238	0.46%			$ -	$ -	$ -	$ -	$ -			$0.00
3069	FAMILY DOLLAR, #1423	7,320	2.72%	4/29/95	12/31/04	$ 3,850.00 $ 0.53	$ 863.43 $ 0.12	$ 50.09 $ 0.01	$ 440.71 $ 0.06	$ -	1/05-OPT $ 4,235.00	2/5yr.	$0.00
3071	Dos Hombres Rest/SSST Foods	5,120	1.90%	7/13/91	7/31/08	$ 3,840.55 $ 0.75	$ 586.36 $ 0.11	$ 52.60 $ 0.01	$ 308.26 $ 0.06	$ -	8/04-Set $ 3,916.80	2/5yr. $ 4,266.67	$4,693.33
3075	Solid Rock Church (NAP)	50,400	18.73%	TENANT OWNED		$ - $ -	$ 4,214.27 $ 0.08	$ 13.93 $ 0.00	$ - $ -	$ -	—		$0.00
3077	ARC THRIFT STORE	21,942	8.15%	11/18/94	10/31/04	$ 11,428.13 $ 0.52	$ 2,461.10 $ 0.11	$ 277.22 $ 0.01	$ 1,321.05 $ 0.06	$ -	11/02-CPI $ 11,770.97	2-2yr CPI	$0.00
3079	EBONY BEAUTY SUPPLY	4,000	1.49%	1/1/00	12/31/04	$ 2,500.00 $ 0.63	$ 413.95 $ 0.10	$ 85.25 $ 0.02	$ 240.83 $ 0.06	$ -	2/03-Set* $2,666.66	1/5yr	$2,333.33
3080	EBONY BEAUTY SUPPLY (storage)	4,058	1.51%	1/1/00	12/31/02	$ 900.00 $ 0.22	$ 469.64 $ 0.12	$ 36.79 $ 0.01	$ 244.32 $ 0.06	$ -	NONE	NONE	$900.00
3085	KEY BANK OF COLORADO	13,579	5.05%	TENANT OWNED		$ -	$ 1,139.18 $ 0.08	$ - $ -	$ - $ -	$ -	NONE	NONE	$0.00
3105	Rare Enterprises	2,450	0.91%	6/1/98	5/31/03	$ 2,756.25 $ 1.13	$ 253.16 $ 0.10	$ 52.59 $ 0.02	$ 147.51 $ 0.06	$ -	6/02-Set $ 2,858.33	NONE	$2,450.00
3107	MAIL BOXES ETC., #2642	1,990	0.74%	5/19/95	5/31/05	$ 2,050.00 $ 1.03	$ 228.98 $ 0.12	$ 19.37 $ 0.01	$ 119.81 $ 0.06	$ -	6/02-Set $ 2,111.00	NONE	$1,500.00
3109	ONE $ DEPOT	2,360	0.88%	3/18/95	2/28/06	$ 2,163.33 $ 0.92	$ 274.04 $ 0.12	$ 20.48 $ 0.01	$ 142.09 $ 0.06	$ -	3/02-Set $ 2,212.50	1-5yr	$1,600.00

EXHIBIT G

CERTIFIED / DATE 30 D

MISSION TRACE
3001-3285 S. Academy
Colorado Springs CO 80916

FEBRUARY 2002
RENT ROLL

1/28/02
64-000

UNIT	TENANT	SQ FT	RORATA SHARE	START DATE	EXPIR DATE	MONTHLY RENT	CAM CHARGE	INSURANCE	TAXES	SIGNAGE REIMB.	NEXT INCREASE	OPTIONS	SECURITY DEPOSIT
3111	Smoker Friendly #14	731	0.27%	2/15/95	2/28/05	$ 571.93 $ 0.78	$ 80.14 $ 0.11	$ 11.09 $ 0.02	$ 44.01 $ 0.06	$ -	3/02-Set $ 609.17	NONE	$550.00
3113	**VACANT**	3,000	1.11%			$ - $ -	$ - $ -	$ - $ -	$ - $ -	$ -			$0.00
3117	THAI EXPRESS	1,551	0.58%	9/1/94	8/30/04	$ 1,163.25 $ 0.75	$ 175.50 $ 0.11	$ 18.06 $ 0.01	$ 93.38 $ 0.06	$ 38.95	9/02-Set $ 1,227.85	NONE	$1,000.00
3119	STYLES BEAUTY SALON	1,600	0.59%	5/1/94	4/30/04	$ 1,452.56 $ 0.91	$ 185.24 $ 0.12	$ 14.43 $ 0.01	$ 96.33 $ 0.06	$ -	5/02-CPI $ 1,496.13	1/5yr FMV	$1,520.00
3121	DR SCOTTS OPTICAL/MJ OPTICAL	1,600	0.61%	9/1/94	8/31/04	$ 1,420.76 $ 0.89	$ 185.11 $ 0.12	$ 14.57 $ 0.01	$ 96.33 $ 0.06	$ -	9/02-CPI $1,463.38	NONE	$800.00
3123	H&R BLOCK (H&R 001)	2,253	0.84%	5/1/95	4/30/02	$ 1,689.75 $ 0.75	$ 262.44 $ 0.12	$ 18.74 $ 0.01	$ 135.65 $ 0.06	$ -	NONE	NONE	$0.00
3125	KING SOOPERS #15	58,258	21.65%	TENANT OWNED		$ -	$ 4,923.00 $ 0.08	$ - $ -	$ - $ -	$ -	NONE	NONE	$0.00
3205	CARPET CLEARANCE WAREHOUS	14,400	5.35%	TENANT OWNED		$ -	$ 1,208.06 $ 0.08	$ - $ -	$ - $ -	$ -	NONE	NONE	$0.00
3215	TRIVELLI'S	1,633	0.61%	3/1/95	12/31/01 M-M	$ 986.60 $ 0.60	$ 154.18 $ 0.09	$ 49.61 $ 0.03	$ 98.32 $ 0.06	$ 82.84	NONE	NONE	$800.00
3217	KING'S ONE HOUR CLEANERS	2,413	0.90%	12/1/90	5/31/04	$ 2,161.65 $ 0.90	$ 281.29 $ 0.12	$ 19.85 $ 0.01	$ 145.28 $ 0.06	$ -	6/02-Set $ 2,262.19	NONE	$2,513.54
3219	Teri Teryaki	2,126	0.79%	10/1/01	9/30/06	$ 2,126.00 $ 1.00	$ 245.18 $ 0.12	$ 20.14 $ 0.01	$ 128.00 $ 0.06	$ -	10/02-Set $ 2,170.29	1-5yr	$2,126.00
3223	GROWING YEARS ACADEMY	7,106	2.64%	5/1/95	12/31/03	$ 4,032.65 $ 0.57	$ 835.67 $ 0.12	$ 51.14 $ 0.01	$ 427.83 $ 0.06	$ -	1/03-Set* $ 4,192.54	NONE	$3,000.00
3231B	MEEKA'S	1,010	0.38%	2/1/95	2/28/04	$ 673.33 $ 0.67	$ 102.70 $ 0.10	$ 23.35 $ 0.02	$ 60.81 $ 0.06	$ -	3/02-Set 3%	NONE	$500.00
3233	**VACANT**	1,325	0.49%			$ - $ -	$ - $ -	$ - $ -	$ - $ -	$ -			$0.00
3255	KENTUCKY FRIED CHICKEN, #451	2,980	1.11%	TENANT OWNED		$ -	$ 235.65 $ 0.08	$ 3.61 $ 0.00	$ 1.29 $ 0.00	$ -	NONE	NONE	$0.00
3265	YOUNG J TAK/FASHION ZONE	4,000	1.49%	11/1/98	10/31/04	$ 3,776.67 $ 0.94	$ 465.55 $ 0.12	$ 33.64 $ 0.01	$ 240.83 $ 0.06	$ -	11/02-Set $ 3,890.00	NONE	$3,333.33
3269	DIARRA AFRICAN HAIR BRAIDING	785	0.29%	7/1/00	6/30/03	$ 392.50 $ 0.50	$ 82.07 $ 0.08	$ 15.90 $ -	$ 47.26 $ -	$ -	1/02-Set $392.50	NONE	$456.07
3273	Pioneer Military Lending	1,220	0.45%	6/1/98	5/30/03	$ 1,152.16 $ 0.94	$ 124.23 $ 0.10	$ 7.03 $ 0.01	$ 65.71 $ 0.05	$ -	1/02-CPI $ 1,162.01	1/5yr.	$1,048.00
3273 1/2	Apple One Employment	1,200	0.45%	4/1/00	4/30/05	$ 1,050.00 $ 0.88	$ 138.88 $ 0.12	$ 10.88 $ 0.01	$ 72.25 $ 0.06	$ -	5/02-Set $ 1,100.00	NONE	Waived
3275	MISSION TRACE VET HOSPITAL	1,511	0.56%	4/1/95	MTM	$ 2,190.95 $ 1.45	$ 175.66 $ 0.12	$ 12.91 $ 0.01	$ 90.97 $ 0.06	$ -	NONE	1/5yr.	$921.00
3279	ACE AMERICA'S CASH EXPRESS	835	0.31%	7/1/91	6/30/05	$ 734.63 $ 0.88	$ 94.76 $ 0.11	$ 9.44 $ 0.01	$ 50.27 $ 0.06	$ -	7/02-Set $ 756.67	1/4yr.	$500.00
3281	PERFECT NAILS	1,646	0.61%	9/1/98	8/31/03	$ 1,028.75 $ 0.63	$ 192.64 $ 0.12	$ 12.78 $ 0.01	$ 99.10 $ 0.06	$ -	9/02-Set $ 1,097.33	NONE	$823.00

CERTIFIED____ DATE____

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FEBRUARY 2002
RENT ROLL

1/28/02
64-000

UNIT	TENANT	SQ FT	RORATA SHARE	START DATE	EXPIR. DATE	MONTHLY RENT	CAM CHARGE	INSURANCE	TAXES	SIGNAGE REIMB.	NEXT INCREASE	OPTIONS	SECURITY DEPOSIT
3283	PATRIOT LOAN COMPANY	1,315	0.49%	9/15/96	9/30/02	$ 1,095.83 $ 0.83	$ 151.24 $ 0.12	$ 12.87 $ 0.01	$ 79.17 $ 0.06	$ -	NONE	1/3yr.	$767.08
3285	CO CELLULAR & PAGING	880	0.33%	12/1/94	11/30/03	$ 788.36 $ 0.90	$ 100.63 $ 0.11	$ 9.20 $ 0.01	$ 52.98 $ 0.06	$ -	12/02-Set $ 825.00	NONE	$500.00
3285A	VACANT	2,090	0.78%			$ - $ -	$ - $ -	$ - $ -	$ - $ -	$ -			$0.00
3287	GOODYEAR FACILITY #4068	6,211	2.31%	3/1/86	3/31/04	$ 4,000.00 $ 0.64	$ 486.43 $ 0.08	$ - $ -	$ - $ -	$ -	NONE	1/5yr.	$0.00
	LEASED	**261,479**	**97.16%**			**$ 80,676.39**	**$ 25,129.17**	**$ 1,302.33**	**$ 6,857.79**	**$ 178.10**			**$47,232.67**
	VACANT	**7,653**	**2.84%**								Forfeited SD		$1,860.00
	TOTAL	***269,132***	***100.00%***										**$49,092.67**
	NAP	139,617	51.88%	(129515.5F) (48.13%)									

(1) Tenant has two spaces. Lease did not break out rent or charges for old and expansion space. Both units billed under original unit. PSF amounts reflect total square footage occupied by tenant.
* Set Increase in system to auto bill.

CERTIFIED____ DATE____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

King's One Hour Cleaners

Jung SinKim& Chong Min Steltzer

3217 S. Academy Blvd.

Colorado Springs, CO 80916

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 4-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 2510 0006 2742 6553

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SK CLeaners, Inc.

850 Wellinhall Ct.

olorado Springs, C80 80920

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 2510 0006 2742 6560

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

in Kim & Chong Min Steltzer
ng's One Hour Cleaners
. Academy Blvd.
ado Springs, CO 80916

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) DSK CLEANER

B. Date of Delivery 30 Jan 02

C. Signature

X [signature]

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

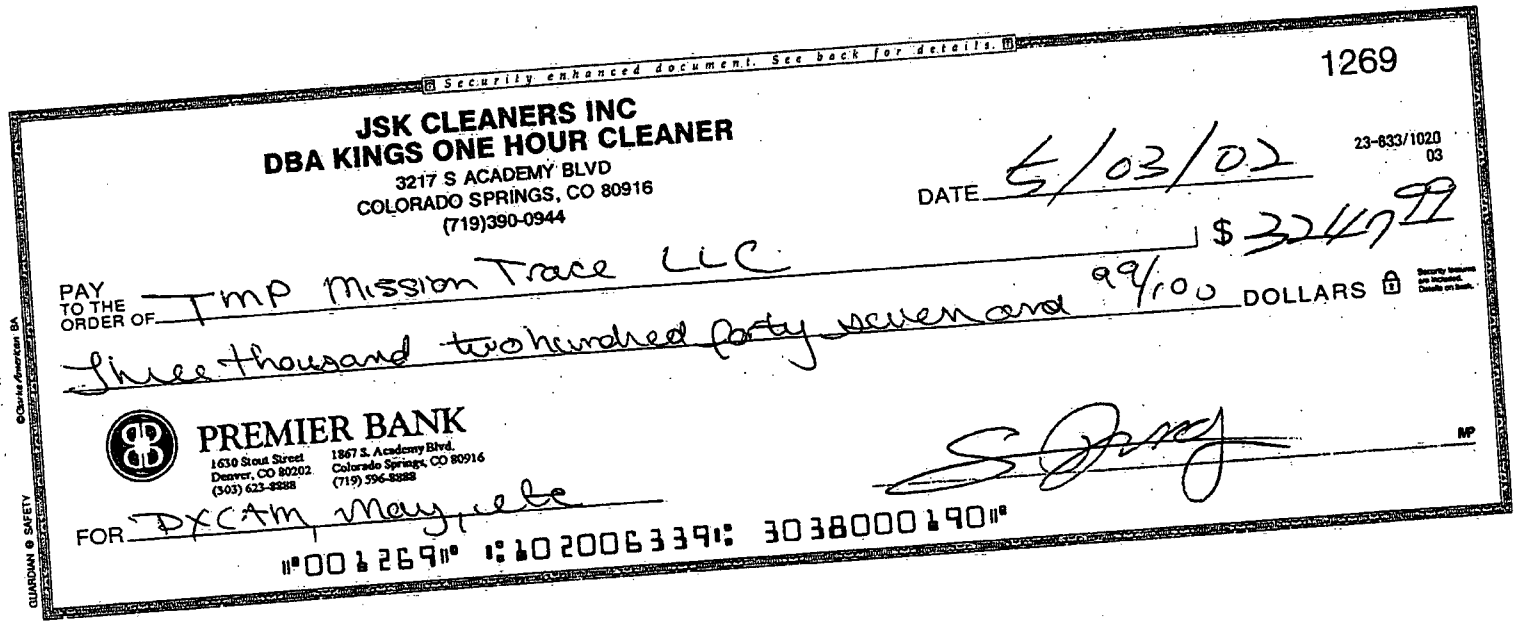
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7099 3400 0017 2921 3795

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952



Security enhanced document. See back for details.

1269

JSK CLEANERS INC
DBA KINGS ONE HOUR CLEANER
3217 S ACADEMY BLVD
COLORADO SPRINGS, CO 80916
(719)390-0944

23-833/1020
03

DATE 5/03/02

PAY TO THE ORDER OF TMP Mission Trace LLC $ 3247.99

Three thousand two hundred forty seven and 99/100 DOLLARS

Security features are included. Details on back.

PREMIER BANK
1630 Stout Street
Denver, CO 80202
(303) 623-8888
1867 S. Academy Blvd.
Colorado Springs, CO 80916
(719) 596-8888

FOR DXCAM, May, etc

⑈001269⑈ ⑆102006339⑆ 3038000190⑈

©Clarke American BA

GUARDIAN ® SAFETY

AFFIDAVIT OF SERVICE

check # 1266
received 2/22
$2,860.00
Owe $589.92

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

COMES NOW Affiant and states as follows:

1. My name is Barbara G. Worster.

2. On the 217h day of January 2002, I mailed
requested, the attached **Notice to Pay Re**

To: **Jung Sin Kim & Chong Min Steltzer**
JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners

At: **3217 S. Academy Blvd., Colorado Springs, CO 80916**
And 8850 Wellinhall Ct., Colorado Springs, CO 80920

Re: **3217 S. Academy Blvd., Colorado Springs, CO 80916**

Dated: April 17, 2002

Barbara G Worster
Affiant: Barbara G. Worster

Subscribed and sworn to before me on this the 17th day of April, 2002, in the County of El Paso, Colorado by Barbara G. Worster.

My commission expires:

Sandra K. Shute
Notary Public

(Seal)

SANDRA K SHUTE
NOTARY
PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES
April 23, 2005

AFFIDAVIT OF SERVICE

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

COMES NOW Affiant and states as follows:

1. My name is Barbara G. Worster.

2. On the 21^{h} day of January 2002, I mailed certified, return receipt requested, the attached **Notice to Pay Rent or Quit.**

To: **Jung Sin Kim & Chong Min Steltzer**
JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners

At: **3217 S. Academy Blvd., Colorado Springs, CO 80916**
And 8850 Wellinhall Ct., Colorado Springs, CO 80920

Re: **3217 S. Academy Blvd., Colorado Springs, CO 80916**

Dated: April 17, 2002

Barbara G Worster
Affiant: Barbara G. Worster

Subscribed and sworn to before me on this the 17th day of April, 2002, in the County of El Paso, Colorado by Barbara G. Worster.

My commission expires:

Sandra K. Shute
Notary Public

(Seal)

SANDRA K SHUTE NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES
April 23, 2005

NOTICE TO PAY RENT OR QUIT

To: **JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners** and all other persons/occupants in possession.

PLEASE TAKE NOTICE that within three (3) days after service of this Notice, you and each of you are required to pay the Monthly Base Rent as well as the Common Area Maintenance charges (CAMs), Property Tax and Insurance due and owing on the premises located at 3217 S. Academy Blvd., in the City of Colorado Springs, County of El Paso, State of Colorado in the amount of **$3,449.92** which amount represents the amount due for the following months:

March & April 2002 and 2001 CAM Reconciliation

The total amount due must be delivered **in the form of a cashier's check** to and received by TMP Trace, LLC located at 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA 92705, Agent for the Landlord, within three (3) days after service of this Notice.

If you fail to either pay this amount demanded in this Notice, or fail to vacate and deliver the premises to the person designated above within three (3) days, the undersigned will commence legal proceedings against each of you to (1) declare a forfeiture of your Lease, (2) recover possession of the premises, (3) recover the rent and the CAMs demanded herein, which is due for the periods covered by this Notice, and (4) recover damages for each day that you occupy the premises after the periods covered by this Notice, plus attorneys fees and Court costs.

If you fail to pay the amount demanded by this Notice, the undersigned declares a forfeiture of the Lease under which each of you hold possession of the premises.

DATED: April 17, 2002

TMP Trace, LLC
Lessor/Landlord

By: Barbara G. Worster
Barbara G. Worster, Property Manager
Landlord's Authorized Agent

NOTICE TO PAY RENT OR QUIT

To: **JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners** and all other persons/occupants in possession.

PLEASE TAKE NOTICE that within three (3) days after service of this Notice, you and each of you are required to pay the Monthly Base Rent as well as the Common Area Maintenance charges (CAMs), Property Tax and Insurance due and owing on the premises located at 3217 S. Academy Blvd., in the City of Colorado Springs, County of El Paso, State of Colorado in the amount of **$3,449.92** which amount represents the amount due for the following months:

March & April 2002 and 2001 CAM Reconciliation

The total amount due must be delivered **in the form of a cashier's check** to and received by TMP Trace, LLC located at 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA 92705, Agent for the Landlord, within three (3) days after service of this Notice.

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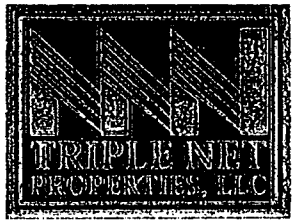
If you fail to pay the amount demanded by this Notice, the undersigned declares a forfeiture of the Lease under which each of you hold possession of the premises.

DATED: April 17, 2002

TMP Trace, LLC
Lessor/Landlord

By: Barbara G Worster
Barbara G. Worster, Property Manager
Landlord's Authorized Agent



March 20, 2002

Jung Sin Kim
King's One Hour Cleaners
3217 South Academy Blvd.
Colorado Springs, CO 80916

RE: 2001 Expense Reconciliation

Dear Tenant:

Attached please find your 2001 CAM Reconciliation for your business location at Mission Trace Shopping Center.

Please review and note that for 2001, your account has a balance due in the amount of $341.67.

Should you have any questions, please feel free to contact me directly at (719) 531-7375.

Sincerely,

Barbara Worster
Property Manager

1551 North Tustin Avenue, Suite 650 • Santa Ana, CA 92705
tel 714.667.8252 • toll-free 877.888.REIT (7348) • 714.836.5263 • fax 714.667.6860

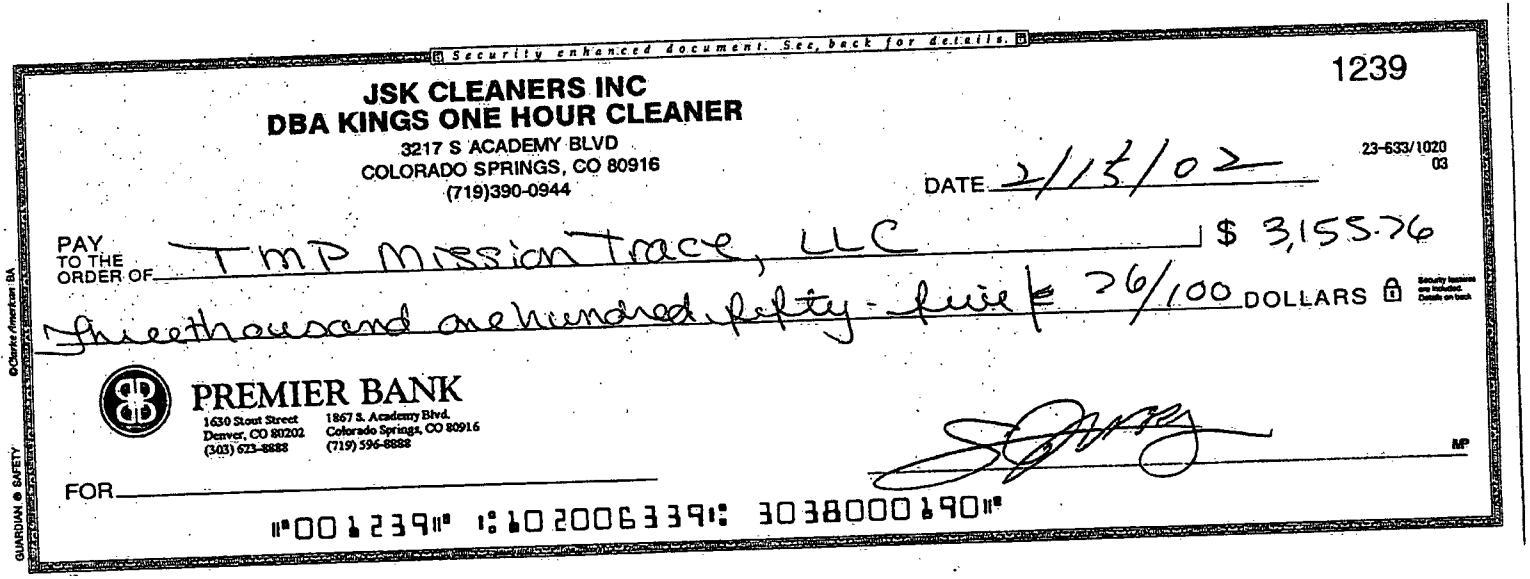
MISSION TRACE SHOPPING CENTER
2001 CAM RECONCILIATION

3/19/02

TENANT:		KING'S CLEANERS
SUITE #:		3217
COMMENCEMENT DATE:		12/01/90
PRORATION BY DAYS		365
SQ. FT.:		2,413
PERCENTAGE: TOTAL CENTER	269,511	0.90%
ALLOCATION #1	180,294	1.34%
ALLOCATION #2	174,083	1.39%
ALLOCATION #3	180,294	1.34%
ALLOCATION #4	45,053	0.00%

	AMOUNT PAID FOR PERIOD 2001	
GENERAL CAM EXPENSES		
DAY PORTER	$ 18,200.00	$ 162.95
ELECTRICITY	$ 24,943.16	$ 223.32
SECURITY	$ 36,612.46	$ 327.80
SECURITY SUPPLIES	$ 59.01	$ 0.53
WATER(IRRIGATION)	$ 38,628.04	$ 345.85
LANDSCAPE CONTRACT	$ 19,694.00	$ 176.33
IRRIGATION REPAIRS	$ 5,894.86	$ 52.78
PAINTING	$ 20,444.84	$ 183.05
FIRE & SAFTEY INSPECTIONS	$ 712.00	$ 6.37
UTILITIES - GAS	$ 1,130.97	$ 10.13
SNOW REMOVAL	$ 13,565.20	$ 121.45
PARKING LOT R/M	$ 11,933.18	$ 106.84
PARKING LOT LIGHTING	$ 1,752.50	$ 15.69
EXT. LIGHT REPAIR	$ 3,493.94	$ 31.28
PARKING LOT SWEEPING	$ 21,032.00	$ 188.30
PRESSURE WASH	$ 4,635.00	$ 41.50
SIGNAGE MAINTENANCE & REPAIR	$ 562.87	$ 5.04
CHRISTMAS DECORATIONS	$ 1,887.00	$ 16.89
INTERIOR REPAIRS	$ -	$ -
EXTERIOR REPAIRS	$ 2,911.69	$ 26.07
INSURANCE - LIABILITY	$ 5,859.60	$ 52.46
SUBTOTAL:	$ 233,952.32	$ 2,094.63
ALLOCATION #1		
R.E./PERSONAL PROPERTY TAXES	$ 97,951.22	$ 1,310.95
TRASH REMOVAL	$ 14,118.85	$ 188.96
PLUMBING R/M	$ 2,803.39	$ 37.52
SUBTOTAL:	$ 114,873.46	$ 1,537.43
ALLOCATION #2		
EXTERMINATION	$ 900.00	$ 12.48
HVAC	$ 5,120.00	$ 70.97
INSURANCE - FIRE/CASUALTY	$ 8,789.40	$ 121.83
SUBTOTAL:	$ 14,809.40	$ 205.28
ALLOCATION #3		
MANAGEMENT FEE	$ 61,157.01	$ 818.51
ROOF R/M	$ 2,250.94	$ 30.13
SUBTOTAL:	$ 63,407.95	$ 848.63
ALLOCATION #4		
PAINT BLDG A SIGN BAND	$ 8,481.00	$ -
SUBTOTAL:	$ 8,481.00	$ -
ALLOCATION #5		
PAINT BLDG E SIGN BAND	$ 6,193.00	$ -
SUBTOTAL:	$ 6,193.00	$ -
GENERAL TOTAL	$ 435,524.13	$ 4,685.97
ADMIN FEE	$ -	$ 365.20
TOTAL ACTUAL EXPENSES	$ 435,524.13	$ 5,051.18
2001 CAM PAID		$ 4,709.51
(OVER) UNDER BILLED		$ 341.67
AMOUNT DUE OR (REFUND):		$ 341.67

Please remit to:
Mission Trace Shopping Center
c/o Triple Net Properties
1551 North Tustin Avenue, Suite 650
Santa Ana, CA 92705



Security enhanced document. See back for details.

1239

JSK CLEANERS INC
DBA KINGS ONE HOUR CLEANER
3217 S ACADEMY BLVD
COLORADO SPRINGS, CO 80916
(719)390-0944

23-633/1020
03

DATE 2/15/02

PAY TO THE ORDER OF TMP Mission Trace, LLC $ 3,155.76

Three thousand one hundred fifty-five 76/100 DOLLARS

PREMIER BANK
1630 Stout Street, Denver, CO 80202, (303) 623-8888
1867 S. Academy Blvd, Colorado Springs, CO 80916, (719) 596-8888

FOR

⑈001239⑈ ⑆102006339⑆ 3038000190⑈

GUARDIAN ® SAFETY ©Clarke American IBA

February 12, 2002 **Triple Net Properties, LLC**

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Past due payments

Jung Sin Kim & Chong Min Steltzer:

The February 2002 rent payment has not been received by the Landlord. In addition to the monthly charges of $2,608.07 you owe January late fees in the amount of $260.80 and February late fees of $286.89. The total amount due is **$3,155.76.** This amount must be received **no later than February 15, 2002** or a Notice to Pay Rent or Quit will be sent to your business.

Rent payments are due on the first of month. Checks must be made payable to TMP Mission Trace, LLC and sent to:

TMP Mission Trace, LLC
C/0 Triple Net Properties, LLc
1551 N. Tustin Ave. Suite 650
Santa Ana, CA 92705

TRIPLE NET PROPERTIES, LLC

Barbara G. Worster
Property Manager

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

AFFIDAVIT OF SERVICE

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

COMES NOW Affiant and states as follows:

1. My name is Barbara G. Worster.

2. On the 29th day of January 2002, I hand delivered to Hokyung Kim and mailed certified, return receipt requested, the attached **Demand for Payment of Rent or Possession**.

To: **Jung Sin Kim & Chong Min Steltzer**
JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners

At: **3217 S. Academy Blvd., Colorado Springs, CO 80916**

Re: **3217 S. Academy Blvd., Colorado Springs, CO 80916**

Dated: January 29, 2002

Barbara G. Worster
Affiant: Barbara G. Worster

Subscribed and sworn to before me on this the 29th day of January, 2002, in the County of El Paso, Colorado by Barbara G. Worster.

My commission expires:

Sandra K. Shute
Notary Public

(Seal)

SANDRA K. SHUTE NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
April 23, 2005

January 29, 2002

Triple Net Properties, LLC

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Notice to Pay rent or Quit

Jung Sin Kim & Chong Min Steltzer:

Enclosed is a Notice to Pay Rent or Quit. This is a demand from the Landlord of Mission Trace Shopping Center, TMP Mission Trace, LLC, for unpaid Rent, CAM Property Tax, Insurance and late charges. Your payment for January 2002 has not been received. Late fees of $260.80 have been added. The total amount due is $2,868.87.

This amount must be paid no later than February 1, 2002 by cashier's check made payable to TMP Trace, LLC. You may bring this amount to the Property Management office at 6805 Corporate Drive, Suite 165, Colorado Springs, Colorado by January 31, 2002 or mail it overnight delivery to the Landlord's office at 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA, 92705.

Please note that your February payment is of $2,608.07 is also due at the Landlord's office in California on February 1, 2002. Please make this payment on time to avoid additional late fees.
If you have any questions, please contact my office at 531-7375.

TRIPLE NET PROPERTIES, LLC

Barbara G. Worster
Property Manager

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

NOTICE TO PAY RENT OR QUIT

To: **JSK Cleaners, Inc. d.b.a. King's One Hour Cleaners** and all other persons/occupants in possession.

PLEASE TAKE NOTICE that within three (3) days after service of this Notice, you and each of you are required to pay the Monthly Base Rent as well as the Common Area Maintenance charges (CAMs), Property Tax and Insurance due and owing on the premises located at 3217 S. Academy Blvd., in the City of Colorado Springs, County of El Paso, State of Colorado in the amount of **$2,868.87**which amount represents the amount due for the following months:

January 2002

The total amount due must be delivered **in the form of a cashier's check** to and received by TMP Trace, LLC located at 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA 92705, Agent for the Landlord, within three (3) days after service of this Notice.

If you fail to either pay this amount demanded in this Notice, or fail to vacate and deliver the premises to the person designated above within three (3) days, the undersigned will commence legal proceedings against each of you to (1) declare a forfeiture of your Lease, (2) recover possession of the premises, (3) recover the rent and the CAMs demanded herein, which is due for the periods covered by this Notice, and (4) recover damages for each day that you occupy the premises after the periods covered by this Notice, plus attorneys fees and Court costs.

If you fail to pay the amount demanded by this Notice, the undersigned declares a forfeiture of the Lease under which each of you hold possession of the premises.

DATED: January 29, 2002

TMP Trace, LLC
Lessor/Landlord

By: Barbara G Worster
Barbara G. Worster, Property Manager
Landlord's Authorized Agent

Date Range From 12-01-2001 To 1-31-2002

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
12-01-2001	9-18-2001		Applied LC (10-22-2001)						22.31		
12-01-2001	9-24-2001	LC	Late Charge Payment	1202			257.06-				
12-01-2001	10-01-2001	CAM	CAM Payment	1202			204.00-				
12-01-2001	10-01-2001	INS	Insurance Payment	1202			17.00-				
12-01-2001	10-01-2001	PTAX	Property Tax Payment	1202			187.98-				
12-01-2001	10-01-2001	RENT	Rent Payment	1202			2,161.65-				
12-01-2001	10-22-2001	LC	From 9-18-2001 credit						22.31-		
12-01-2001	10-22-2001	LC	From 11-02-2001 credit						234.75-		
12-01-2001	11-01-2001	CAM	From 11-02-2001 credit						204.00-		
12-01-2001	11-01-2001	INS	From 11-02-2001 credit						17.00-		
12-01-2001	11-01-2001	PTAX	From 11-02-2001 credit						187.98-		
12-01-2001	11-01-2001	RENT	From 11-02-2001 credit						2,161.65-		
12-01-2001	11-02-2001		Applied LC (10-22-2001)						234.75		
12-01-2001	11-02-2001		Applied CAM (11-01-2001)						204.00		
12-01-2001	11-02-2001		Applied INS (11-01-2001)						17.00		
12-01-2001	11-02-2001		Applied PTAX (11-01-2001)						187.98		
12-01-2001	11-02-2001		Applied RENT (11-01-2001)						2,161.65		
12-01-2001	12-01-2001	CAM	CAM Charge			204.00					
12-01-2001	12-01-2001	INS	Insurance Charge			17.00					
12-01-2001	12-01-2001	PTAX	Property Tax Charge			187.98					
12-01-2001	12-01-2001	RENT	Rent Charge			2,161.65					
12-10-2001	12-01-2001	CAM	CAM Payment	1209			204.00-				
12-10-2001	12-01-2001	INS	Insurance Payment	1209			17.00-				
12-10-2001	12-01-2001	PTAX	Property Tax Payment	1209			187.98-				
12-10-2001	12-01-2001	RENT	Rent Payment	1209			2,161.65-				
			December 2001 Subtotals:		**2,827.69**	**2,570.63***	**5,398.32-***	**.00***	**.00***	**.00***	**.00**
1-01-2002	1-01-2002	CAM	CAM Charge			281.29					
1-01-2002	1-01-2002	INS	Insurance Charge			19.85					
1-01-2002	1-01-2002	PTAX	Property Tax Charge			145.28					
1-01-2002	1-01-2002	RENT	Rent Charge			2,161.65					
1-23-2002	1-23-2002	LC	January Late Charge	1/02 LC		260.80					
			January 2002 Subtotals:		**.00**	**2,868.87***	**.00***	**.00***	**.00***	**.00***	**2,868.87**
			Lease 640003217KNGC Subtotals:		**2,827.69**	**5,439.50***	**5,398.32-***	**.00***	**.00***	**.00***	**2,868.87**
			Tenant KNGCNR001 Totals:		**2,827.69***	**5,439.50***	**5,398.32-***	**.00***	**.00***	**.00***	**2,868.87***
			Property 64-000 Totals:		**2,827.69***	**5,439.50***	**5,398.32-***	**.00***	**.00***	**.00***	**2,868.87***

the building in which the Premises are located or at such other place as Landlord may from time to time designate in writing.

~~Concurrently with Tenant's execution of this Lease, Tenant~~ shall pay the Landlord the sum of _____ as rent for the month(s) of _____.

Tenant hereby releases and waives any right or power, now or hereafter existing, whether created or allowed by statute, ordinance or otherwise, to deduct or off-set any sums whatsoever from the rental reserved hereunder, whether such claims or off-set arises from Landlord's breach or failure hereunder or from any cause whatsoever.

5. LATE CHARGES.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. No late charge may be imposed more than one for the same late rental payment. The parties hereby agree that such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Landlord, at its option, may subtract any such amount so unpaid from any security deposit held.

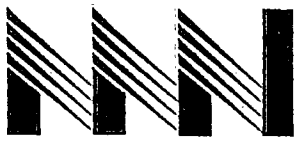
6. ADJUSTMENT FOR COMMON AREA MAINTENANCE EXPENSE.

(a) It is understood that the rent specified in Article 4 of this Lease does not include the Landlord's "Common Area Maintenance Expense". Therefore, in order that the rental payable throughout the term of this Lease shall reflect such costs Tenant agrees to pay, as additional rental at the times set forth herein, Tenant's pro rata share of the Landlord's "Common Area Maintenance Expense".

(b) "Common Area Maintenance Expense": The sum of the following:

(1) All taxes and assessments and other governmental charges, including general and special assessments and ad valorem real property taxes levied on or attributable to the Center and its operation, and to the land on which the Center is located, and to the adjacent parking and common areas, including the improvements and facilities located thereon, such taxes and assessments shall be so included within Common Area Maintenance Expenses whether or not they are customary or within the contemplation of the parties or whether in the future substituted in lieu of some present tax. Taxes shall further specifically include (1) any tax upon, allocable to, or

INITIAL _____



Triple Net Properties, LLC

January 14, 2002

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

RE: 3217 S. Academy Blvd.

A review of our records shows that we do not have a current Certificate of Insurance from you as required, by your Lease, for the above referenced property.

The insurance policy and Certificate must name **TMP Mission Trace, LLC and Triple Net Properties, LLC** as additional insured. A provision must be included to provide thirty (30) days written notice to us for any cancellations of policy changes.

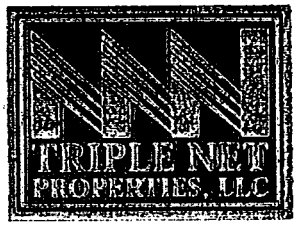
Please forward the Certificate of Insurance to:
Triple Net Properties, LLC
1551 North Tustin Avenue, Suite 650
Santa Ana, CA 92705

Your prompt compliance with this request is appreciated. If you have any questions, please call me at **(719) 531-7375**

Sincerely,

Barbara G. Worster

Barbara G. Worster
Property Manager



January 4, 2002

Kings One Hour Cleaners
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Mission Trace Shopping Center
Colorado Springs, Colorado
2002 Operating Expense Budget

Dear Tenant:

Attached please find your estimated 2002 Operating Expense Budget for your business location at Mission Trace Shopping Center, Colorado Springs, Colorado. Included in this 2002 budget is an estimated amount of $30,000.00 for concrete repairs to the Center in June and $3,600.00 to re-stripe the parking lot in May.

Please review and note that 2002 monthly additional rent charges have changed effective January 1, 2002. Attached you will find an estimated operating expense for 2002 with a comparison to the past three years. Below is the amount of your previous operating expenses and your 2002 estimated operating expenses. Should you have any questions please call me direct at (719) 531-7375.

	2001 Operating Expense	**2002 Est. Operating Expenses**	**Change**
CAM	$204.00	$281.29	$77.29
Insurance	$17.00	$19.85	$2.85
Property Tax	$187.98	$145.28	$-42.70
Total	**$408.98**	**$446.42**	**$37.44**

Sincerely,
Triple Net Properties, LLC

Barbara Worster
Property Manager

\\TNP\DATA\Property Management\Mission Trace\2002 CAM Letter.doc
1551 North Tustin Avenue, Suite 650 • Santa Ana, CA 92705
tel 714.667.8252 • toll-free 877.888.REIT (7348) • 714.836.5263 • fax 714.667.6860

MISSION TRACE SHOPPING CENTER 1/4/02
2002 CAM BUDGET

TENANT:		KING'S CLEANERS
SUITE #:		3217
COMMENCEMENT DATE:		12/01/90
PRORATION BY DAYS		365
SQ. FT.:		2,413
PERCENTAGE: TOTAL CENTER	269,132	0.90%
ALLOCATION #1	129,515	1.86%
ALLOCATION #2	174,083	1.39%
ALLOCATION #3	180,294	1.34%
ALLOCATION #4	180,294	1.34%

GENERAL CAM EXPENSES	Proposed Budget 2002	
DAY PORTER	$ 18,220.00	$ 163.36
ELECTRICITY	$ 23,000.00	$ 206.21
SECURITY	$ 36,000.00	$ 322.77
WATER(IRRIGATION)	$ 34,800.00	$ 312.01
LANDSCAPE CONTRACT	$ 23,100.00	$ 207.11
IRRIGATION REPAIRS	$ 7,000.00	$ 62.76
SNOW REMOVAL	$ 12,000.00	$ 107.59
PARKING LOT R/M	$ 41,100.00	$ 368.50
EXT. LIGHT REPAIR	$ 1,200.00	$ 10.76
PAINTING	$ -	$ -
FIRE & SAFTEY INSPECTIONS	$ 700.00	$ -
UTILITIES - GAS	$ -	$ 4.44
PARKING LOT SWEEPING	$ 21,600.00	$ 193.66
PRESSURE WASH	$ 3,000.00	$ 26.90
SIGNAGE MAINTENANCE & REPAIR	$ 600.00	$ 5.38
CHRISTMAS DECORATIONS	$ 1,400.00	$ 12.55
GENERAL R/M	$ 3,790.00	$ 33.98
INSURANCE - LIABILITY	$ 8,789.42	$ 78.80
SUBTOTAL:	$ 236,299.42	$ 2,118.63
ALLOCATION #1		
R.E./PERSONAL PROPERTY TAXES	$ 75,301.84	$ 1,402.95
TRASH REMOVAL	$ 15,600.00	$ 290.64
PLUMBING R/M	$ 2,670.00	$ 49.74
SUBTOTAL:	$ 93,571.84	$ 1,743.34
ALLOCATION #2		
EXTERMINATION	$ 880.00	$ 12.20
HVAC	$ 3,600.00	$ 49.90
INSURANCE - FIRE/CASUALTY	$ 13,334.09	$ 184.83
SUBTOTAL:	$ 17,814.09	$ 246.92
ALLOCATION #3		
MANAGEMENT FEE	$ 65,000.00	$ 869.94
ROOF R/M	$ -	$ -
SUBTOTAL:	$ 65,000.00	$ 869.94
ALLOCATION #4		
WATER & SEWER (BLDG)	$ -	$ -
SUBTOTAL:	$ -	$ -
GENERAL TOTAL	$ 412,685.34	$ 4,978.83
ADMIN FEE	$ -	$ 378.17
TOTAL ACTUAL EXPENSES	$ 412,685.34	$ 5,357.00

Monthly CAM	$ 281.29
Monthly Insurance	$ 19.85
Monthly Property Tax	$ 145.28
Total Monthly Payment	$ 446.42

Please remit monthly payments to:
Mission Trace Shopping Center
c/o Triple Net Properties
1551 North Tustin Avenue, Suite 650
Santa Ana, CA 92705

11/27/01

King's One Hour Cleaners

Jung Sin Kim & Chong Min Steltzer dba JSK Cleaners, Inc.

Date	Charges	Amount	Date	Payment	Amount	Balance
8/1/01	CAM	$204.00				
8/1/01	Insurance	$17.00				
8/1/01	P Tax	$187.98				
8/1/01	Rent	$2,161.65				
			8/13/01	#1157	$2,570.63	
8/16/01	Late fee	$257.06				
Total Amount Due		$2,827.69				$257.06
9/1/01	CAM	$204.00				
9/1/01	Insurance	$17.00				
9/1/01	P Tax	$187.98				
9/1/01	Rent	$2,161.65				
			9/18/01	#1168	$2,850.00	
9/24/01	Late fee	$257.06				
Total Amount Due		$3,085.38				$234.75
10/1/01	CAM	$204.00				
10/1/01	Insurance	$17.00				
10/1/01	P Tax	$187.98				
10/1/01	Rent	$2,161.65				
			Unable to cash check made payable to 1551 N. Tustin Ave.			
10/22/01	Late fee	$257.06				
Total Amount Due		$3,062.44				$3,062.44
11/1/01	CAM	$204.00				
11/1/01	Insurance	$17.00				
11/1/01	P Tax	$187.98				
11/1/01	Rent	$2,161.65				
			11/2/01	#1190	$2,805.38	
Total Amount Due		$5,633.07				$2,827.69
12/1/01	CAM	$204.00				
12/1/01	Insurance	$17.00				
12/1/01	P Tax	$187.98				
12/1/01	Rent	$2,161.65				
			11/26/01	#1202	$2,827.69	
Total Amount Due		$2,570.63				$2,570.63

Amount due by 12/5/01 to avoid late fee: $2,570.63

Date Range: From 8-01-2001 To 12-31-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
8-01-2001	8-01-2001	CAM	CAM Charge			204.00					
8-01-2001	8-01-2001	INS	Insurance Charge			17.00					
8-01-2001	8-01-2001	TAX	Property Tax Charge			187.98					
8-01-2001	8-01-2001	RENT	Rent Charge			2,161.65					
8-13-2001	8-01-2001	CAM	CAM Payment	1157			204.00-				
8-13-2001	8-01-2001	INS	Insurance Payment	1157			17.00-				
8-13-2001	8-01-2001	TAX	Property Tax Payment	1157			187.98-				
8-13-2001	8-01-2001	RENT	Rent Payment	1157			2,161.65-				
8-16-2001	8-16-2001	LC	8/01 Late Charge			257.06					
			August 2001 Subtotals:		.00	2,827.69*	2,570.63-*	.00*	.00*	.00*	257.06
9-01-2001	9-01-2001	CAM	CAM Charge			204.00					
9-01-2001	9-01-2001	INS	Insurance Charge			17.00					
9-01-2001	9-01-2001	TAX	Property Tax Charge			187.98					
9-01-2001	9-01-2001	RENT	Rent Charge			2,161.65					
9-18-2001	8-16-2001	LC	Late Charge Payment	1168			257.06-				
9-18-2001	9-01-2001	CAM	CAM Payment	1168			204.00-				
9-18-2001	9-01-2001	INS	Insurance Payment	1168			17.00-				
9-18-2001	9-01-2001	TAX	Property Tax Payment	1168			187.98-				
9-18-2001	9-01-2001	RENT	Rent Payment	1168			2,161.65-				
9-18-2001	8-18-2001	Open Cred	Open Credit	1168			22.31-				
9-24-2001	9-24-2001	LC	Sept. Late Charge	NN		257.06					
			September 2001 Subtotals:		257.06	2,827.69*	2,850.00-*	.00*	.00*	.00*	234.75
10-01-2001	10-01-2001	CAM	CAM Charge			204.00					
10-01-2001	10-01-2001	INS	Insurance Charge			17.00					
10-01-2001	10-01-2001	TAX	Property Tax Charge			187.98					
10-01-2001	10-01-2001	RENT	Rent Charge			2,161.65					
10-22-2001	10-22-2001	LC	Oct Late Charge	Oct Late Charge		257.06					
			October 2001 Subtotals:		234.75	2,827.69*	.00*	.00*	.00*	.00*	3,062.44
11-01-2001	11-01-2001	CAM	CAM Charge			204.00					

Date Range: From 8-01-2001 To 2-31-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
11-01-2001	11-01-2001	INS	Insurance Charge			17.00					
11-01-2001	11-01-2001	PTAX	Property Tax Charge			187.98					
11-01-2001	11-01-2001	RENT	Rent Charge			2,161.65					
11-02-2001	11-02-2001	Open Credit	Open Credit	1190			2,805.38-				
			November 2001 Subtotals:		3,062.44	2,570.63*	2,805.38-*	.00*	.00*	.00*	2,827.69
12-01-2001	12-24-2001	LC	Late Charge Payment	1202			257.06-				
12-01-2001	12-01-2001	CAM	CAM Payment	1202			204.00-				
12-01-2001	12-01-2001	INS	Insurance Payment	1202			17.00-				
12-01-2001	12-01-2001	PTAX	Property Tax Payment	1202			187.98-				
12-01-2001	12-01-2001	RENT	Rent Payment	1202			2,161.65-				
12-01-2001	12-01-2001	CAM	CAM Charge			204.00					
12-01-2001	12-01-2001	INS	Insurance Charge			17.00					
12-01-2001	12-01-2001	PTAX	Property Tax Charge			187.98					
12-01-2001	12-01-2001	RENT	Rent Charge			2,161.65					
			December 2001 Subtotals:		2,827.69	2,570.63*	2,827.69-*	.00*	.00*	.00*	2,570.63
			Lease 640003217KNGC Subtotals:		.00	13,624.33*	11,053.70-*	.00*	.00*	.00*	2,570.63
			Tenant KNGCNR001 Totals:		.00*	13,624.33*	11,053.70-*	.00*	.00*	.00*	2,570.63*
			Property 64-000 Totals:		.00*	13,624.33*	11,053.70-*	.00*	.00*	.00*	2,570.63*

Date Range: From 1-01-2001 To 11-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
1-01-2001	1-01-2001	CAM	CAM Charge			204.00					
1-01-2001	1-01-2001	INS	Insurance Charge			17.00					
1-01-2001	1-01-2001	PTAX	Property Tax Charge			148.33					
1-01-2001	1-01-2001	RENT	Rent Charge			2,061.10					
1-04-2001	1-01-2001	CAM	CAM Payment	1042			204.00-				
1-04-2001	1-01-2001	INS	Insurance Payment	1042			17.00-				
1-04-2001	1-01-2001	PTAX	Property Tax Payment	1042			148.33-				
1-04-2001	1-01-2001	RENT	Rent Payment	1042			2,061.10-				
			January 2001 Subtotals:		**.00**	**2,430.43***	**2,430.43-***	**.00***	**.00***	**.00***	**.00**
2-01-2001	2-01-2001	CAM	CAM Charge			204.00					
2-01-2001	2-01-2001	INS	Insurance Charge			17.00					
2-01-2001	2-01-2001	PTAX	Property Tax Charge			148.33					
2-01-2001	2-01-2001	RENT	Rent Charge			2,061.10					
2-02-2001	2-01-2001	CAM	CAM Payment	1065			204.00-				
2-02-2001	2-01-2001	INS	Insurance Payment	1065			17.00-				
2-02-2001	2-01-2001	PTAX	Property Tax Payment	1065			148.33-				
2-02-2001	2-01-2001	RENT	Rent Payment	1065			2,061.10-				
			February 2001 Subtotals:		**.00**	**2,430.43***	**2,430.43-***	**.00***	**.00***	**.00***	**.00**
3-01-2001	3-01-2001	CAM	CAM Charge			204.00					
3-01-2001	3-01-2001	INS	Insurance Charge			17.00					
3-01-2001	3-01-2001	PTAX	Property Tax Charge			148.33					
3-01-2001	3-01-2001	RENT	Rent Charge			2,061.10					
3-05-2001	3-01-2001	CAM	CAM Payment	1080			204.00-				
3-05-2001	3-01-2001	INS	Insurance Payment	1080			17.00-				
3-05-2001	3-01-2001	PTAX	Property Tax Payment	1080			148.33-				
3-05-2001	3-01-2001	RENT	Rent Payment	1080			2,061.10-				
			March 2001 Subtotals:		**.00**	**2,430.43***	**2,430.43-***	**.00***	**.00***	**.00***	**.00**
4-01-2001	4-01-2001	CAM	CAM Charge			204.00					
4-01-2001	4-01-2001	INS	Insurance Charge			17.00					
4-01-2001	4-01-2001	PTAX	Property Tax Charge			148.33					
4-01-2001	4-01-2001	PYCAM	2000CAM	2000CAM		42.58-					
4-01-2001	4-01-2001	RENT	Rent Charge			2,061.10					
4-05-2001	4-01-2001	CAM	CAM Payment	1100			204.00-				
4-05-2001	4-01-2001	INS	Insurance Payment	1100			17.00-				
4-05-2001	4-01-2001	PTAX	Property Tax Payment	1100			148.33-				

Date Range: From 1-01-2001 To 11-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
4-05-2001	4-01-2001	RENT	Rent Payment	1100			2,061.10-				
			April 2001 Subtotals:		**.00**	**2,387.85***	**2,430.43-***	**.00***	**.00***	**.00***	**42.58-**
5-01-2001	5-01-2001	CAM	CAM Charge			204.00					
5-01-2001	5-01-2001	INS	Insurance Charge			17.00					
5-01-2001	5-01-2001	PTAX	Property Tax Charge			148.33					
5-01-2001	5-01-2001	RENT	Rent Charge			2,061.10					
5-09-2001	4-01-2001	PYCAM	Prior Year CAM Payment	1120			42.58				
5-09-2001	5-01-2001	CAM	CAM Payment	1120			204.00-				
5-09-2001	5-01-2001	INS	Insurance Payment	1120			17.00-				
5-09-2001	5-01-2001	PTAX	Property Tax Payment	1120			148.33-				
5-09-2001	5-01-2001	RENT	Rent Payment	1120			2,061.10-				
			May 2001 Subtotals:		**42.58-**	**2,430.43***	**2,387.85-***	**.00***	**.00***	**.00***	**.00**
6-01-2001	6-01-2001	CAM	CAM Charge			204.00					
6-01-2001	6-01-2001	INS	Insurance Charge			17.00					
6-01-2001	6-01-2001	PTAX	Property Tax Charge			187.98					
6-01-2001	6-01-2001	RENT	Rent Charge			2,161.65					
6-11-2001	6-01-2001	CAM	CAM Payment	1134			204.00-				
6-11-2001	6-01-2001	INS	Insurance Payment	1134			17.00-				
6-11-2001	6-01-2001	PTAX	Property Tax Payment	1134			187.98-				
6-11-2001	6-01-2001	RENT	Rent Payment	1134			2,161.65-				
			June 2001 Subtotals:		**.00**	**2,570.63***	**2,570.63-***	**.00***	**.00***	**.00***	**.00**
7-01-2001	7-01-2001	CAM	CAM Charge			204.00					
7-01-2001	7-01-2001	INS	Insurance Charge			17.00					
7-01-2001	7-01-2001	PTAX	Property Tax Charge			187.98					
7-01-2001	7-01-2001	RENT	Rent Charge			2,161.65					
7-17-2001	7-01-2001	CAM	CAM Payment	1145			204.00-				
7-17-2001	7-01-2001	INS	Insurance Payment	1145			17.00-				
7-17-2001	7-01-2001	PTAX	Property Tax Payment	1145			187.98-				
7-17-2001	7-01-2001	RENT	Rent Payment	1145			2,161.65-				
			July 2001 Subtotals:		**.00**	**2,570.63***	**2,570.63-***	**.00***	**.00***	**.00***	**.00**
8-01-2001	8-01-2001	CAM	CAM Charge			204.00					
8-01-2001	8-01-2001	INS	Insurance Charge			17.00					

Date Range From 1-01-2001 To 11-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
8-01-2001	8-01-2001	PTAX	Property Tax Charge			187.98					
8-01-2001	8-01-2001	RENT	Rent Charge			2,161.65					
8-13-2001	8-01-2001	CAM	CAM Payment	1157			204.00-				
8-13-2001	8-01-2001	INS	Insurance Payment	1157			17.00-				
8-13-2001	8-01-2001	PTAX	Property Tax Payment	1157			187.98-				
8-13-2001	8-01-2001	RENT	Rent Payment	1157			2,161.65-				
8-16-2001	8-16-2001	LC	8/01 Late Charge			257.06					
			August 2001 Subtotals:		**.00**	**2,827.69***	**2,570.63-***	**.00***	**.00***	**.00***	**257.06**
9-01-2001	9-01-2001	CAM	CAM Charge			204.00					
9-01-2001	9-01-2001	INS	Insurance Charge			17.00					
9-01-2001	9-01-2001	PTAX	Property Tax Charge			187.98					
9-01-2001	9-01-2001	RENT	Rent Charge			2,161.65					
9-18-2001	8-16-2001	LC	Late Charge Payment	1168			257.06-				
9-18-2001	9-01-2001	CAM	CAM Payment	1168			204.00-				
9-18-2001	9-01-2001	INS	Insurance Payment	1168			17.00-				
9-18-2001	9-01-2001	PTAX	Property Tax Payment	1168			187.98-				
9-18-2001	9-01-2001	RENT	Rent Payment	1168			2,161.65-				
9-18-2001	9-18-2001	Open Credi	Open Credit	1168			22.31-				
9-24-2001	9-24-2001	LC	Sept. Late Charge	NN		257.06					
			September 2001 Subtotals:		**257.06**	**2,827.69***	**2,850.00-***	**.00***	**.00***	**.00***	**234.75**
10-01-2001	10-01-2001	CAM	CAM Charge			204.00					
10-01-2001	10-01-2001	INS	Insurance Charge			17.00					
10-01-2001	10-01-2001	PTAX	Property Tax Charge			187.98					
10-01-2001	10-01-2001	RENT	Rent Charge			2,161.65					
10-22-2001	10-22-2001	LC	Oct Late Charge	Oct Late Charge		257.06					
			October 2001 Subtotals:		**234.75**	**2,827.69***	**.00***	**.00***	**.00***	**.00***	**3,062.44**
11-01-2001	11-01-2001	CAM	CAM Charge			204.00					
11-01-2001	11-01-2001	INS	Insurance Charge			17.00					
11-01-2001	11-01-2001	PTAX	Property Tax Charge			187.98					
11-01-2001	11-01-2001	RENT	Rent Charge			2,161.65					
11-02-2001	11-02-2001	Open Credi	Open Credit	1190			2,805.38-				
			November 2001 Subtotals:		**3,062.44**	**2,570.63***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69**

Date Range From 1-01-2001 To 11-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
			Lease 640003217KNGC Subtotals:		**.00**	**28,304.53***	**25,476.84-***	**.00***	**.00***	**.00***	**2,827.69**
			Tenant KNGCNR001 Totals:		**.00***	**28,304.53***	**25,476.84-***	**.00***	**.00***	**.00***	**2,827.69***
			Property 64-000 Totals:		**.00***	**28,304.53***	**25,476.84-***	**.00***	**.00***	**.00***	**2,827.69***

Date Range From 9-01-2001 To 11-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
9-01-2001	9-01-2001	CAM	CAM Charge			204.00					
9-01-2001	9-01-2001	INS	Insurance Charge			17.00					
9-01-2001	9-01-2001	PTAX	Property Tax Charge			187.98					
9-01-2001	9-01-2001	RENT	Rent Charge			2,161.65					
9-18-2001	8-16-2001	LC	Late Charge Payment	1168			257.06-				
9-18-2001	9-01-2001	CAM	CAM Payment	1168			204.00-				
9-18-2001	9-01-2001	INS	Insurance Payment	1168			17.00-				
9-18-2001	9-01-2001	PTAX	Property Tax Payment	1168			187.98-				
9-18-2001	9-01-2001	RENT	Rent Payment	1168			2,161.65-				
9-18-2001	9-18-2001	Open Credi	Open Credit	1168			22.31-				
9-24-2001	9-24-2001	LC	Sept. Late Charge	NN		257.06					
			September 2001 Subtotals:		**257.06**	**2,827.69***	**2,850.00-***	**.00***	**.00***	**.00***	**234.75**
10-01-2001	10-01-2001	CAM	CAM Charge			204.00					
10-01-2001	10-01-2001	INS	Insurance Charge			17.00					
10-01-2001	10-01-2001	PTAX	Property Tax Charge			187.98					
10-01-2001	10-01-2001	RENT	Rent Charge			2,161.65					
10-22-2001	10-22-2001	LC	Oct Late Charge	Oct Late Charge		257.06					
			October 2001 Subtotals:		**234.75**	**2,827.69***	**.00***	**.00***	**.00***	**.00***	**3,062.44**
11-01-2001	11-01-2001	CAM	CAM Charge			204.00					
11-01-2001	11-01-2001	INS	Insurance Charge			17.00					
11-01-2001	11-01-2001	PTAX	Property Tax Charge			187.98					
11-01-2001	11-01-2001	RENT	Rent Charge			2,161.65					
11-02-2001	11-02-2001	Open Credi	Open Credit	1190			2,805.38- NSF on 11/7				
			November 2001 Subtotals:		**3,062.44**	**2,570.63***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69**
			Lease 640003217KNGC Subtotals:		**257.06**	**8,226.01***	**5,655.38-***	**.00***	**.00***	**.00***	**2,827.69**
			Tenant KNGCNR001 Totals:		**257.06***	**8,226.01***	**5,655.38-***	**.00***	**.00***	**.00***	**2,827.69***
			Property 64-000 Totals:		**257.06***	**8,226.01***	**5,655.38-***	**.00***	**.00***	**.00***	**2,827.69***

Cut-off Date: 11-20-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Lease	Unit	Charge Date	Charge Type	Description	Current Balance	Future Activity	Current 0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
Tenant: ARC001 ARC Thrift Store											
640003077ARC	3077	11-01-2001	RENT	Rent Charge	2,551.63		2,551.63				
Tenant: BAY643285A Bay Wolf Cafe											
BAY643285A	3285A	11-06-2001		Open Credit	61.50-		61.50-				
Tenant: BENCOL001 Beneficial Colorado, Inc.											
640003015BENC	3015	9-01-2001		Open Credit	57.09-				57.09-		
		9-10-2001		Open Credit	123.88-				123.88-		
		11-01-2001	CAM	CAM Charge	152.00		152.00				
		11-01-2001	INS	Insurance Charge	12.00		12.00				
		11-01-2001	PTAX	Property Tax Charge	141.62		141.62				
		11-01-2001	RENT	Rent Charge	1,650.00		1,650.00				
				Unit 3015 Totals:	1,774.65*	.00*	1,955.62*	.00*	180.97-*	.00*	.00*
				Lease 640003015BENC Totals:	1,774.65*	.00*	1,955.62*	.00*	180.97-*	.00*	.00*
				Tenant BENCOL001 Totals:	1,774.65*	.00*	1,955.62*	.00*	180.97-*	.00*	.00*
Tenant: CCELL001 Co Cellular & Paging											
640003285CCEL	3285	11-13-2001		Open Credit	20.00-		20.00-				
Tenant: DIARRA64 Diarra African Hair Braiding											
643269DIARRA	3269	10-22-2001	LC	Oct Late Charge	250.00		250.00				
Tenant: H&R 001 H& R Block (Mission)											
640003123H&R	3123	9-01-2001		Open Credit	29.73-				29.73-		
		10-01-2001		Open Credit	35.67-			35.67-			
		11-01-2001	RENT	Rent Charge	29.73		29.73				
				Unit 3123 Totals:	35.67-*	.00*	29.73*	35.67-*	29.73-*	.00*	.00*
				Lease 640003123H&R Totals:	35.67-*	.00*	29.73*	35.67-*	29.73-*	.00*	.00*
				Tenant H&R 001 Totals:	35.67-*	.00*	29.73*	35.67-*	29.73-*	.00*	.00*
Tenant: KFC001 Kentucky Fried Chicken											
640003255KFC	3255	11-01-2001	CAM	CAM Charge	252.00		252.00				
Tenant: KNGCNR001 King's One Hour Cleaners											
640003217KNGC	3217	9-18-2001		Open Credit	22.31-				22.31-		
		9-24-2001	LC	Sept. Late Charge	257.06			257.06			
		10-01-2001	CAM	CAM Charge	204.00			204.00			
		10-01-2001	INS	Insurance Charge	17.00			17.00			
		10-01-2001	PTAX	Property Tax Charge	187.98			187.98			
		10-01-2001	RENT	Rent Charge	2,161.65			2,161.65			
		10-22-2001	LC	Oct Late Charge	257.06		257.06				
		11-01-2001	CAM	CAM Charge	204.00		204.00				
		11-01-2001	INS	Insurance Charge	17.00		17.00				
		11-01-2001	PTAX	Property Tax Charge	187.98		187.98				
		11-01-2001	RENT	Rent Charge	2,161.65		2,161.65				

Cut-off Date: 11-20-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Lease	Unit	Charge Date	Charge Type	Description	Current Balance	Future Activity	Current 0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
Tenant: KNGCNR001 King's One Hour Cleaners											
		11-02-2001		Open Credit	2,805.38-		2,805.38-				
				Unit 3217 Totals:	**2,827.69***	**.00***	**22.31***	**2,827.69***	**22.31-***	**.00***	**.00***
				Lease 640003217KNGC Totals:	**2,827.69***	**.00***	**22.31***	**2,827.69***	**22.31-***	**.00***	**.00***
				Tenant KNGCNR001 Totals:	**2,827.69***	**.00***	**22.31***	**2,827.69***	**22.31-***	**.00***	**.00***
Tenant: KNGSPR001 Kings' Soopers #15											
640003125KNGS3125		5-25-2001	PYCAM	Prior Year CAM Reimbursement	2,208.22-						2,208.22-
		8-16-2001	PYCAM	2000 PYCAM	8,240.04-					8,240.04-	
				Unit 3125 Totals:	**10,448.26-***	**.00***	**.00***	**.00***	**.00***	**8,240.04-***	**2,208.22-***
				Lease 640003125KNGS Totals:	**10,448.26-***	**.00***	**.00***	**.00***	**.00***	**8,240.04-***	**2,208.22-***
				Tenant KNGSPR001 Totals:	**10,448.26-***	**.00***	**.00***	**.00***	**.00***	**8,240.04-***	**2,208.22-***
Tenant: MEKG001 Mekong Restaurant											
640003219MEKG3219		10-01-2000	LC	10/00LC	254.94						254.94
		11-01-2000	RENT	Rent Charge	205.81						205.81
		12-01-2000	CAM	CAM Payment	100.54						100.54
		12-01-2000	INS	Insurance Charge	15.00						15.00
		12-01-2000	LC	12/00LC	300.00						300.00
		12-01-2000	PTAX	Property Tax Charge	130.69						130.69
		12-01-2000	RENT	Rent Charge	1,771.67						1,771.67
		1-01-2001	CAM	CAM Charge	180.00						180.00
		1-01-2001	INS	Insurance Charge	15.00						15.00
		1-01-2001	PTAX	Property Tax Charge	130.69						130.69
		1-01-2001	RENT	Rent Charge	1,771.67						1,771.67
		2-01-2001	CAM	CAM Charge	180.00						180.00
		2-01-2001	INS	Insurance Charge	15.00						15.00
		2-01-2001	PTAX	Property Tax Charge	130.69						130.69
		2-01-2001	RENT	Rent Charge	1,771.67						1,771.67
		2-16-2001	LC	1/01 Late Charge	250.00						250.00
		3-01-2001	CAM	CAM Charge	180.00						180.00
		3-01-2001	INS	Insurance Charge	15.00						15.00
		3-01-2001	PTAX	Property Tax Charge	130.69						130.69
		3-01-2001	RENT	Rent Charge	1,771.67						1,771.67
		4-01-2001	CAM	CAM Charge	180.00						180.00
		4-01-2001	INS	Insurance Charge	15.00						15.00
		4-01-2001	PTAX	Property Tax Charge	130.69						130.69
		4-01-2001	RENT	Rent Charge	1,771.67						1,771.67
		5-01-2001	CAM	CAM Charge	180.00						180.00
		5-01-2001	INS	Insurance Charge	15.00						15.00
		5-01-2001	PTAX	Property Tax Charge	130.69						130.69
		5-01-2001	RENT	Rent Charge	1,771.67						1,771.67
		6-01-2001	CAM	CAM Charge	180.00						180.00
		6-01-2001	INS	Insurance Charge	15.00						15.00
		6-01-2001	PTAX	Property Tax Charge	165.04						165.04
		6-01-2001	RENT	Rent Charge	1,771.67						1,771.67

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jung Sin Kim & Chong Min Steltzer
King's One Hour Cleaners
3217 S. academy Blvd.
Colorado Springs, CO 80916

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* | B. Date of Delivery 11-23

C. Signature

X [signature] ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)* 7099 3400 0017 2921 3856

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

AFFIDAVIT OF SERVICE

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

COMES NOW Affiant and states as follows:

1. My name is Barbara G. Worster.

2. On the 21st day of November, 2001, I faxed and hand delivered the attached **Notice to Pay Rent or Quit** was mailed certified

To: **King's One Hour Cleaners,Jung Sin Kim & Chong Min Steltzer, dba JSK Cleaners, Inc.**

At: **3217 S. Academy Blvd., Colorado Springs, CO 80916**

Dated: November 21, 2001

Barbara G. Worster
Affiant: Barbara G. Worster

Subscribed and sworn to before me on this the ____ day of _____, 2001, in the County of El Paso, Colorado by Barbara G. Worster.

My commission expires:

Sandra K. Shute
Notary Public

(Seal)

SANDRA K SHUTE NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES: April 23, 2005

November 21, 2001

Triple Net Properties, LLC

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Notice to Pay rent or Quit

Jung Sin Kim & Chong Min Steltzer:

Enclosed is a Notice to Pay Rent or Quit. This is a demand from the Landlord of Mission Trace Shopping Center, TMP Mission Trace, LLC, for unpaid Rent, CAM Property Tax, Insurance, late charges and non-sufficient funds charges.
Your September payment was not received until September 18, 2001 and, per the lease, a late charge of $257.06 has been added.
Your October payment check was made payable to "1551 N. Tustin Ave" instead of "TMP Mission Trace, LLC". We were unable to cash that check and it was returned to you on October 25, 2001 with a request to provide a replacement check..
Check # 1190 in the amount of $2,805.38 was received by the Landlord on November 2, 2001, but was subsequently returned for non-sufficient funds.
Current charges due are:

Partial September late fee:	$ 234.75
October charges:	$2,570.63
October late fee:	$ 257.06
November charges:	$2,580.63
November late fee:	$ 257.06
Check #1190 NSF fee:	$ 25.00
Total due:	$5,925.13

This amount must be paid no later than November 27, 2001 by cashier's check. You may bring this amount to the Property Management office at 6805 Corporate Drive, Suite 165, Colorado Springs, Colorado instead of mailing it to the Landlord's office in Santa Ana, California.
If you have any questions, please contact my office at 531-7375.

TRIPLE NET PROPERTIES, LLC

Barbara G. Worster
Property Manager

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

NOTICE TO PAY RENT OR QUIT

To: **Jung Sin Kim and Chong Min Steltzer d.b.a. JSK Cleaners, Inc. and King's One Hour Cleaners** and all other persons/occupants in possession.

PLEASE TAKE NOTICE that within three (3) days after service of this Notice, you and each of you are required to pay the Monthly Base Rent as well as the Common Area Maintenance charges (CAMs), Property Tax and Insurance due and owing on the premises located at 3217 South Academy Blvd. , in the City of Colorado Springs, County of El Paso, State of Colorado in the amount of **$5,925.13** which amount represents the amount due for the following months:

October 1, 2001 through November 30, 2001	$5,925.13

The total amount due must be delivered **in the form of a cashier's check** to and received by Triple Net Properties, LLC located at 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA 92705, Agent for the Landlord, within three (3) days after service of this Notice.

If you fail to either pay this amount demanded in this Notice, or fail to vacate and deliver the premises to the person designated above within three (3) days, the undersigned will commence legal proceedings against each of you to (1) declare a forfeiture of your Lease, (2) recover possession of the premises, (3) recover the rent and the CAMs demanded herein, which is due for the periods covered by this Notice, and (4) recover damages for each day that you occupy the premises after the periods covered by this Notice, plus attorneys fees and Court costs.

If you fail to pay the amount demanded by this Notice, the undersigned declares a forfeiture of the Lease under which each of you hold possession of the premises.

DATED: November 21, 2001

TMP MissionTrace, LLC
Lessor/Landlord

By: Barbara Worster
Landlord's Authorized Agent

TRIPLE NET PROPERTIES, LLC

November 19, 2001

RE: Delay in Delivery of Mail

Dear Tenants:

Recent events regarding mail delivery has caused everyone to evaluate our procedures regarding anything delivered by mail. As reported in the news, the potential exposure to Anthrax throughout the postal service have caused delays of approximately 2-3 days in the delivery of mail.

It is the practice of this company to give a grace period of no more than ten (10) days, unless otherwise stated in your lease agreement (please consult your lease agreement for grace period given). All rents must be delivered to the payment address indicated on your statement no later than the 10th of each month (should the 10th fall on a weekend or Holiday, payments must be at the address indicated by the previous business day).

In light of recent events we are suggesting all tenants mail their rent payments 3-4 days prior to their normal mail date in order to insure timely delivery and avoid late fees.

At the same time we realize that the new procedures in postal service is causing the monthly statements sent by this company to also be delayed. Monthly statements are sent as both a courtesy and Notice that rent is due. However every effort will be made by this company to make sure statements are sent at least ten (10) days prior to the first of each month. Should you fail to receive a statement by that time we ask that you contact your onsite manager for a copy. Failure to receive a statement does not constitute a reason for late payment.

We thank you all in advance for your cooperation and attention to this matter.

Sincerely,
TRIPLE NET PROPERTIES, LLC

Richard N. Stein, CSM
Director of Property Management

C:\WINDOWS\Temporary Internet Files\OLK4\Delay in Postal Delivery.doc

1551 North Tustin Avenue, Suite 650 • Santa Ana, CA 92705
tel 714.667.8252 toll-free 877.888.REIT (7348) 714.836.5263 fax 714.667.6860

Triple Net Properties, LLC

November 7, 2001

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: October and November Rent Payments and Late Charges

Dear Jung Sin and Chong Min:

This letter is to inform you that your check #1190 for $2,805.38 did not clear the bank for Insufficient Funds. Because of this, you will be charged a $25.00 bank feel.

As you may remember, we had to return your check for your October payment to you because it was made out to the wrong payee. To bring you up to date, you need to issue a check to TMP Trace, LLC for the amount of the October payment, $2,570.63, plus $257.06 for September Late Charges and $257.06 for October Late Charges. Also include the amount for the November payment of $2,570.63 plus the late charge for November of $257.06, plus $25.00 NSF charge. The total comes to $5,937.44. Please send your payment to:

TMP Trace, LLC
1551 N. Tustin Ave.
Suite 650
Santa Ana, CA 92705

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

We would really like to be able to talk directly to you rather than send letters to you. Is there someone at your store or in your family to whom we can speak? Please let us know immediately.

Thank you for your cooperation in this matter.

Sandy

Sandy Shute
Asst. Property Manager
Triple Net Properties, LLC

Enc: 1

Date Range From 10-01-2001 To 11-07-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
10-01-2001	10-01-2001	CAM	CAM Charge			204.00					
10-01-2001	10-01-2001	INS	Insurance Charge			17.00					
10-01-2001	10-01-2001	PTAX	Property Tax Charge			187.98					
10-01-2001	10-01-2001	RENT	Rent Charge			2,161.65					
10-22-2001	10-22-2001	LC	Oct Late Charge	Oct Late Charge		257.06					
			October 2001 Subtotals:		**234.75**	**2,827.69***	**.00***	**.00***	**.00***	**.00***	**3,062.44**
11-01-2001	11-01-2001	CAM	CAM Charge			204.00					
11-01-2001	11-01-2001	INS	Insurance Charge			17.00					
11-01-2001	11-01-2001	PTAX	Property Tax Charge			187.98					
11-01-2001	11-01-2001	RENT	Rent Charge			2,161.65					
11-02-2001	11-02-2001	Open Credi	Open Credit	1190			2,805.38-				
			November 2001 Subtotals:		**3,062.44**	**2,570.63***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69**
			Lease 640003217KNGC Subtotals:		**234.75**	**5,398.32***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69**
			Tenant KNGCNR001 Totals:		**234.75***	**5,398.32***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69***
			Property 64-000 Totals:		**234.75***	**5,398.32***	**2,805.38-***	**.00***	**.00***	**.00***	**2,827.69***

Triple Net Properties, LLC

September 25, 2001

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
3217 So. Academy Blvd.
Colorado Springs, CO 80916

Re: Trash and Late Charges

Dear Jung Sin and Chong Min:

As you know, we experience a lot of wind in Colorado. These winds will catch any trash that is not secured and blow it for miles or the trash will be caught up in the landscaped areas of the shopping center. For this reason, we have provided dumpsters for the convenience of the tenants. Please ask your employees to take the extra time to put trash properly **into the dumpster** rather than in trash cans or shopping carts.

Also, we need to remind you that you have a late charge of $234.75 that needs to be paid with your October rent which is due **no later than** October 5, 2001, or another late charge will be assessed.

Thank you for your cooperation in both matters.

Sandy Shute
Assistant Property Manager
Triple Net Properties, LLC

Enclosure

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Date Range: From 9-01-2001 To 9-30-2001

Based Upon: Accounting Date

Property: 64-000 Mission Trace, LLC

Accounting Date	Charge Date	Charge Type	Description	Check # or ID	Beginning Balance	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Dep./Int.	Ending Balance
Tenant: KNGCNR001 King's One Hour Cleaners											
Lease: 640003217KNGC Primary Unit: 3217											
9-01-2001	9-01-2001	CAM	CAM Charge			204.00					
9-01-2001	9-01-2001	INS	Insurance Charge			17.00					
9-01-2001	9-01-2001	PTAX	Property Tax Charge			187.98					
9-01-2001	9-01-2001	RENT	Rent Charge			2,161.65					
9-18-2001	8-16-2001	LC	Late Charge Payment	1168			257.06-				
9-18-2001	9-01-2001	CAM	CAM Payment	1168			204.00-				
9-18-2001	9-01-2001	INS	Insurance Payment	1168			17.00-				
9-18-2001	9-01-2001	PTAX	Property Tax Payment	1168			187.98-				
9-18-2001	9-01-2001	RENT	Rent Payment	1168			2,161.65-				
9-18-2001	9-18-2001	Open Credit	Open Credit	1168			22.31-				
9-24-2001	9-24-2001	LC	Sept. Late Charge	NN		257.06					
			September 2001 Subtotals:		257.06	2,827.69*	2,850.00-*	.00*	.00*	.00*	234.75
			Lease 640003217KNGC Subtotals:		257.06	2,827.69*	2,850.00-*	.00*	.00*	.00*	234.75
			Tenant KNGCNR001 Totals:		257.06*	2,827.69*	2,850.00-*	.00*	.00*	.00*	234.75*
			Property 64-000 Totals:		257.06*	2,827.69*	2,850.00-*	.00*	.00*	.00*	234.75*

Triple Net Properties, LLC

May 3, 2001

King's One hour Cleaners
Jung Sin Kim & Chong Min Steltzer
3217 S. Academy Blvd.
Colorado Springs, CO 80916

RE: Base Rent Increase

Dear Tenant:

This letter shall serve as a reminder that, pursuant to the Third Amendmentof the Shopping Center Lease, dated June 30, 1995, for the above referenced premise the monthly Base Rental amount has increased as follows effective June 1, 2001. Please note that all other charges shall remain the same.

2,413 sf $10.75 psf $2,161.65 monthly

Should you have any questions regarding this request, please contact me at 719-531-7375.

Sincerely,

Barbara G. Worster

Barbara G. Worster
Property Manager

cc: R. Stein
N. Newton

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

PM RECURRING CHARGE CHANGE FORM

USE FAXED COPY AS ORIGINAL / BACK-UP ATTACHED [X]

CHARGE [X] ADJUSTMENT [ ] CREDIT [ ]

Charge Date	5/3/01
Property	Mission Trace
Unit	3217
Tenant	King's One Hour Cleaners
Charge Type	RNT
Amount	$2,161.65
Description	Set Increase due 6/01 per lease.
	Next Increase date 6/02 - Set $2,262.19

Requested by: _____

Reviewed by: _____

CPM Approval: _____

OM Approval: _____

Processed by: _____

Corporate use only:

Revise Rent Roll _____

Update Timberline _____

Tenant: KNGCNR001 King's One Hour Cleaners
Lease: 640003217KNGC Primary Unit: 3217

2-01-2001	2-01-2001CAM	CAM Charge		204.00				
2-01-2001	2-01-2001INS	Insurance Charge		17.00				
2-01-2001	2-01-2001PTAX	Property Tax Charge		148.33				
2-01-2001	2-01-2001RENT	Rent Charge		2,061.10				
2-02-2001	2-01-2001CAM	CAM Payment	1065		204.00-			
2-02-2001	2-01-2001INS	Insurance Payment	1065		17.00-			
2-02-2001	2-01-2001PTAX	Property Tax Payment	1065		148.33-			
2-02-2001	2-01-2001RENT	Rent Payment	1065		2,061.10-			
	February 2001 Subtotals:			.00	2,430.43*	2,430.43-*	.00*	.00*	.00*	.00
3-01-2001	3-01-2001CAM	CAM Charge		204.00				
3-01-2001	3-01-2001INS	Insurance Charge		17.00				
3-01-2001	3-01-2001PTAX	Property Tax Charge		148.33				
3-01-2001	3-01-2001RENT	Rent Charge		2,061.10				
3-05-2001	3-01-2001CAM	CAM Payment	1080		204.00-			
3-05-2001	3-01-2001INS	Insurance Payment	1080		17.00-			
3-05-2001	3-01-2001PTAX	Property Tax Payment	1080		148.33-			
3-05-2001	3-01-2001RENT	Rent Payment	1080		2,061.10-			
	March 2001 Subtotals:			.00	2,430.43*	2,430.43-*	.00*	.00*	.00*	.00
4-01-2001	4-01-2001CAM	CAM Charge		204.00				
4-01-2001	4-01-2001INS	Insurance Charge		17.00				
4-01-2001	4-01-2001PTAX	Property Tax Charge		148.33				
4-01-2001	4-01-2001PYCAM	2000CAM	2000CAM	42.58-				
4-01-2001	4-01-2001RENT	Rent Charge		2,061.10				
4-05-2001	4-01-2001CAM	CAM Payment	1100		204.00-			
4-05-2001	4-01-2001INS	Insurance Payment	1100		17.00-			
4-05-2001	4-01-2001PTAX	Property Tax Payment	1100		148.33-			
4-05-2001	4-01-2001RENT	Rent Payment	1100		2,061.10-			
	April 2001 Subtotals:			.00	2,387.85*	2,430.43-*	.00*	.00*	.00*	42.58-
	Lease 640003217KNGC Subtotals:			.00	7,248.71*	7,291.29-*	.00*	.00*	.00*	42.58-

Triple Net Properties, LLC

April 16, 2001

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
3217 S. Academy Blvd.
Colorado Springs, CO 80916

One day last week Barbara Worster was at Mission Trace Shopping Center and noticed a large coil-type object in the drive lane behind your cleaners. She spoke to someone at your business about removing the object because it was a safety hazard. Ms Worster was at Mission Trace again today and noticed that the object has not been removed as of yet. Please have this coil-type object removed immediately. It could damage someone's vehicle.

Thank you,

Sandy Shute

Sandy Shute
Assistant Property Manager
Triple Net Properties, LLC

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Triple Net Properties, LLC

January 14, 2001

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Rent payments

Dear Chong,

I appreciate your prompt payment of rent charges. However, you have been making your monthly checks payable to "Triple Net Properties". Though Triple Net Properties is the property management company for Mission Trace Shopping Center, the ownership for the center is "TMP Mission Trace, LLC".
Please make future checks payable to TMP Mission Trace, LLC.

Thank you,

Barbara G. Worster
Property Manager
Triple Net Properties, LLC

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Security enhanced document. See back for details.

JSK CLEANERS INC
DBA KINGS ONE HOUR CLEANER
3217 S ACADEMY BLVD
COLORADO SPRINGS, CO 80916
(719)390-0944

1042

23-633/1020
03

DATE Jan 1, 2001

PAY TO THE ORDER OF Triple Net Properies $ 2,430.43

Two thousand forty hundred thirty 43/100 DOLLARS

Security features are included. Details on back.

PREMIER BANK
1630 Stout Street, Denver, CO 80202, (303) 623-8888
1867 S. Academy Blvd, Colorado Springs, CO 80916, (719) 596-8888

FOR for Rent

Chong M Saltzer MP

⑈001042⑈ ⑆102006339⑆ 3038000190⑈

GUARDIAN ® SAFETY ©Clarke American BA

Triple Net Properties, LLC

King's One Hour Cleaners
3217 S. Academy Blvd.
Unit 3217
Colorado Spgs, CO 80916

O P E N I T E M S T A T E M E N T

Mission Trace, LLC
c/o Triple Net Properties
1551 N. Tustin Ave., #650
Santa Ana, CA 92705

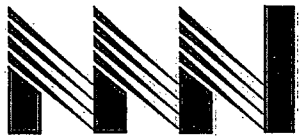
Date: 12-19-2000
Account: KNGCNR001

Amount enclosed: 2,430.43

Please enclose this portion with your remittance.

Holbrook Service contacted 11/13/01 to repair swamp cooler to prevent leaking onto roof.
Tenant to be charged for repairs per Section 13(b)(3) of lease.

BGW



Triple Net Properties, LLC

September 13, 2000

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Recently Weathercraft Company of Colorado Springs, our roof repair contractor, responded to a leak call for your address. They found that there were no roof leaks, but the swamp cooler was overflowing and leaking water into your space. It is my understanding that this swamp cooler is not in use, but the drip line is still flowing. The aspen shaving filters are clogging the drip pan, causing it to overflow. There is also debris on the roof left from a past HVAC repair.

Please have a qualified contractor repair this problem, remove the debris from the roof and send proof of the repair to me by September 29, 2000. If I do not receive proof that this repair has been made, I will schedule the repair and you will be billed for the cost, per Section 13(b)(3) of your Lease.

If you have any questions, feel free to call me at 531-7375/

Sincerely,

Barbara G. Worster
Property Manager
Triple Net Properties, LLC

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Triple Net Properties, LLC

November 15, 2000

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Re: Repair to Rooftop Swamp Cooler

Enclosed are copies of pages 2, 3 and 7 from your Lease.
Article 6(b)(2) on page 3 states the Landlord's responsibilities in relation to the Common Area Maintenance Expenses. These responsibilities are in relation to the common area; the area outside of each individual tenant's units.
Article13(b)(1) on page 7 more specifically states the Tenant's maintenance responsibilities; "Tenant at Tenant's sole cost and expense, except for services furnished by Landlord pursuant to Article 13(a) hereof, shall maintain the leased Premises in good order, condition and repair including the interior surfaces of the ceilings, walls, and fixtures, ...". The fixtures referred to in this Article include all heating and cooling equipment, which includes your swamp cooler.
Article 13(b)(3) states that the Landlord, after notifying Tenant of needed repairs, may arrange for said repairs and bill Tenant with 10 % interest added.
My letter, sent September 13, 2000, (copy enclosed) serves as notification that you are responsible for making the repair to your swamp cooler. Our roofing contractor has looked at the area twice and there are no roof leaks present. The leaking is caused by the swamp cooler.
Please have the swamp cooler repaired immediately.

Sincerely,

BG Worster

Barbara G. Worster
Property Manager
Triple Net Properties, LLC

Enclosures

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Triple Net Properties, LLC

September 13, 2000

King's One Hour Cleaners
Jung Sin Kim & Chong Min Steltzer
dba JSK Cleaners, Inc.
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Recently Weathercraft Company of Colorado Springs, our roof repair contractor, responded to a leak call for your address. They found that there were no roof leaks, but the swamp cooler was overflowing and leaking water into your space. It is my understanding that this swamp cooler is not in use, but the drip line is still flowing. The aspen shaving filters are clogging the drip pan, causing it to overflow. There is also debris on the roof left from a past HVAC repair.

Please have a qualified contractor repair this problem, remove the debris from the roof and send proof of the repair to me by September 29, 2000. If I do not receive proof that this repair has been made, I will schedule the repair and you will be billed for the cost, per Section 13(b)(3) of your Lease.

If you have any questions, feel free to call me at 531-7375/

Sincerely,

Barbara G. Worster
Property Manager
Triple Net Properties, LLC

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

4. RENT

Tenant shall pay to Landlord as rent for the Premises, monthly in advance on the first day of each calendar month during the term of this Lease, without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of ////////////////////// Refer to Exhibit H Dollars ($ ////////////////////). If the commencement date is not the first day of a month or if the Lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates. Said rent shall be payable at the office maintained by Landlord in the building in which the Premises are located or at such other place as Landlord may from time to time designate in writing.

~~Concurrently with Tenant's execution of this Lease, Tenant~~ shall pay the Landlord the sum of _____ as rent for the month(s) of _____.

Tenant hereby releases and waives any right or power, now or hereafter existing, whether created or allowed by statute, ordinance or otherwise, to deduct or off-set any sums whatsoever from the rental reserved hereunder, whether such claims or off-set arises from Landlord's breach or failure hereunder or from any cause whatsoever.

5. LATE CHARGES.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. No late charge may be imposed more than one for the same late rental payment. The parties hereby agree that such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Landlord, at its option, may subtract any such amount so unpaid from any security deposit held.

6. ADJUSTMENT FOR COMMON AREA MAINTENANCE EXPENSE.

(a) It is understood that the rent specified in Article 4 of this Lease does not include the Landlord's "Common Area Maintenance Expense". Therefore, in order that the rental payable throughout the term of this Lease shall reflect such costs Tenant agrees to pay, as additional rental at the times set forth herein, Tenant's pro rata share of the Landlord's "Common Area Maintenance Expense".

(b) "Common Area Maintenance Expense": The sum of the following:

(1) All taxes and assessments and other governmental charges, including general and special assessments and ad valorem real property taxes levied on or attributable to the Center and its operation, and to the land on which the Center is located, and to the adjacent parking and common areas, including the improvements and facilities located thereon, such taxes and assessments shall be so included within Common Area Maintenance Expenses whether or not they are customary or within the contemplation of the parties or whether in the future substituted in lieu of some present tax. Taxes shall further specifically include (1) any tax upon, allocable to, or

INITIAL

measured by the area of the Premises or on the rental payable hereunder, including without limitation any gross receipts tax or excise tax levied by any governmental entity, and (2) any tax upon or levied with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof. Net income, franchise, capital stock, estate or inheritance taxes imposed on Landlord by any governmental entity shall not be included as Common Area Maintenance Expenses.

(2) All costs and expenses incurred by Landlord in maintaining and operating the Center, including, without limiting the generality of the foregoing, the costs of supplying all utilities to the common areas of the center; fire and public liability insurance and such other insurance as deemed reasonable by Landlord; any deductible amounts as specified in applicable insurance policies, and deducted from an insurance company's settlement check; cost of property management fees; cost of services of independent contractors; cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with the day-to-day operation, maintenance, repair and overhaul of the Center and common areas; its equipment and adjacent walks, malls, landscaped area, parking area, common areas and improvements and facilities thereon including without limitation, engineers, foremen, window washers, watchmen and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Center tenants); trash removal; water; and rental expenses and a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Center.

(3) "Tenant's Share": The percentage that the total number of square feet in the premises bears to the total number of leasable square feet in the Center in which the Premises are located, which for this Lease is agreed to be 1.00 %. Refer to Addendum to Lease.

(c) Computation. Tenant shall pay Tenant's share of Common Area Maintenance Expenses, which shall be calculated as follows:

(d) Presentation of Statement. As soon as is reasonable practicable after the end of the calendar year, Landlord shall deliver to Tenant a statement (hereinafter the "Statement") setting forth the Common Area Maintenance Expenses, the date on which such statement is delivered to Tenant shall be herein called the "Statement Delivery Date".

(e) Payment.

(1) It is estimated that Tenant's share of the operating costs of the common facilities shall be $ 4,898.39 per year. Therefore, Tenant shall pay Landlord the sum of $ 408.20 per month as the estimated cost of Tenant's share. At the Statement Delivery Date, the actual costs shall be reported by Landlord to Tenant. If Tenant's share of the actual costs for any calendar year exceeds $ 4,898.39, Tenant shall reimburse Landlord for the amount of the excess. If Tenant's share for any calendar year is less than $ 4,898.39, Landlord shall refund the difference to Tenant. At the end of each calendar year, the monthly payment to be made by Tenant shall be adjusted for the next calendar year's estimated Common Area Maintenance Expenses.

(2) For the calender year in which the Statement is delivered to Tenant, Tenant shall pay to Landlord, commencing retroactively as of January 1 of such year and continuing on the first day of each month thereafter until the next Statement Delivery Date, payments equal to one-twelfth (1/12) of the amount of Tenant's Share of the Common Area Maintenance Expenses for the year.

INITIAL CC

13. MAINTENANCE AND REPAIRS.

(a) Landlord's Obligation. Landlord shall maintain in good order, condition and repair the structural components of the Building and perform Common Area Maintenance, the components of which are identified in Article 6.(b)(2) above.

(b) Tenant's Obligation.

(1) Tenant at Tenant's sole cost and expense, except for services furnished by Landlord pursuant to Article 13(a) hereof, shall maintain the leased Premises in good order, condition and repair including the interior surfaces of the ceilings, walls, and fixtures, electrical wiring, switches, fixtures, special items in excess of building standard furnishings, and equipment installed by or at the expense of the Tenant. Tenant shall repair, at Tenant's sole expense, all damage to the glass doors and windows within ten (10) days of breaking or cracking of same.

(2) Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at the Tenant's sole cost and expense. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises including without limitation any claims made by any succeeding tenant founded on such delay.

(3) In the event Tenant fails to maintain the leased Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amounts so expended by Landlord shall be paid by Tenant promptly after demand with interest at ten (10) percent per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Compliance with Law. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

(d) Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this lease because of Landlord's failure to keep the premises in good order, condition and repair.

14. ALTERATIONS AND ADDITIONS.

(a) Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of Landlord. Tenant shall present to the Landlord plans and specifications of such work at the time approval is requested. Use of roof is reserved to Landlord.

(b) Landlord may impose as a condition to the aforesaid consent such requirements as Landlord may deem necessary in its sole discretion, including without limitation thereto, the manner in which the work is done, the contractor by whom it is performed, the time during which it is accomplished and the requirement that upon written request of Landlord, Tenant will remove and all permanent

INITIAL

May 4, 2000

Mr. Chong S. Hall
King's One Hour Cleaners
3217 Academy Boulevard
Colorado Springs, CO 80916

RE: Base Rent Increase
Mission Trace Shopping Center, Colorado

Dear Tenant:

This letter shall serve as a reminder that, pursuant to the Third Amendment to Lease, for the above referenced premise the monthly Base Rental amount has increased to $2,061.10 effective June 1, 2000. Please note that all other charges shall remain the same.

Should you have any questions regarding this request, please contact Nicole Newton at 714-667-8252 x207.

Sincerely,
Triple Net Properties, LLC

Lynne Coyne /nn
Lynne Coyne
Corporate Property Manager

cc: Barbara Worster- Onsite Manager

LC/nn

G:\Property Management\Mission Trace\Rnt Incr Ltrs\Kings 00 incr.doc

1551 North Tustin Avenue, Suite 650 • Santa Ana, CA 92705
tel 714.667.8252 toll-free 877.888.REIT (7348) 714.836.5263 fax 714.667.6860

Triple Net Properties, LLC

October 15, 1999

King's One Hour Cleaners
Chong Hall
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Dear Chong:

Beginning on Monday, October 18, 1999 Anderson Pest Control will be performing regular treatment for ant, roaches and mice at your location. This work is being done in response to a demand by the El Paso County Department of Health and Environment. Don Mydlowski, inspector for the Health Department, found evidence of vermin at your facility and in tenant spaces adjacent to yours. This pest control program will be on going and will be charged to you through Common Area Maintenance charges.

Please allow Anderson Pest control access to all areas of your tenant space, including the area behind the dryers.

Thank you for your cooperation. Please feel free to call me if you have any questions.

Sincerely,

Barbara G. Worster
Triple Net Properties
TMP Mission Trace, LLC

Cc: Gail Landburg

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7808

Triple Net Properties, LLC

September 9, 1999

King's One Hour Cleaners
Chong Hall
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Dear Chong:

While making a night inspection of Mission Trace, I noticed that some letters were out on your storefront sign. The "A" is not lit in "Cleaners".

Please have this repaired immediately.

In addition, some of the tenants in your area have noticed a problem with cockroaches. I would suggest starting a regular spraying program with a pest control company. You may use any contractor you like, but Trivelli's has been using Mug-A-Bug, 591-0337 and they have reasonable prices.

Sincerely,

Daniel L. Mayer
Triple Net Properties
TMP Mission Trace, LLC

Cc: Gail Landburg

6805 Corporate Drive • Suite 165 • Colorado Springs, CO 80919
(719) 531-7375 • Fax (719) 531-7809

MANAGEMENT, INC.
801 N. Parkcenter Drive • Suite 235 • Santa Ana, California 92705 • (714) 836-5503 • FAX (714) 835-3545

TMP Management, Inc.
6805 Corporate Drive Suite 165
Colorado Springs, CO 80919

January 21, 1999

King's One Hour Cleaners
Chong Hall
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Dear Chong:

On November 10, 1998 I sent a letter to you asking that you replace the missing letter in your exterior sign. To date this repair has not taken place. According to Section 43 of your lease you are responsible for keeping your exterior sign in "good condition and repair at all times."

Please have this sign repaired immediately.

Sincerely,

Daniel L. Mayer
Property Manager
Mission Trace

MANAGEMENT, INC.
801 N. Parkcenter Drive • Suite 235 • Santa Ana, California 92705 • (714) 836-5503 • FAX (714) 835-3545

TMP Management, Inc.
6805 Corporate Drive Suite 165
Colorado Springs, CO 80919

November 10, 1998

King's One Hour Cleaners
Chong Hall
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Dear Chong:

I noticed that there is a letter missing from your storefront sign. Please arrange to have this replaced as soon as possible. If you need a recommendation for a good sign repair company, please call 531-7375 and I will provide you with that information.

Thank you for your cooperation.

Sincerely,

Daniel L. Mayer
Property Manager
Mission Trace

MANAGEMENT, INC.
801 N. Parkcenter Drive • Suite 235 • Santa Ana, California 92705 • (714) 836-5503 • FAX (714) 835-3545

TMP Management, Inc.
6805 Corporate Drive
Suite 165
Colorado Springs, CO 80919

January 20, 1998

King's One Hour Cleaners
Chong Hall
3217 S. Academy Blvd.
Colorado Springs, CO 80916

Dear Chong:

Recently there have been a large number of tenants calling at the last minute to have phone rooms opened so U.S.West can make repairs or installations. In the future, if you need access to a phone or electrical room, please make arrangements in advance by calling my office at 531-7375. In other than emergency situations, a $20.00 charge will be applied for opening these areas if we have not been notified ahead of time.

Sincerely,

Daniel L. Mayer
Property Manager
Mission Trace

MANAGEMENT, INC.
801 N. Parkcenter Drive • Suite 235 • Santa Ana, California 92705 • (714) 836-5503 • FAX (714) 835-3545

TMP Management, Inc.
6805 Corporate Drive
Colorado Springs, CO 80919

December 3, 1997

Dear :

We would like to take this opportunity to introduce ourselves. Effective November 26, 1997, the Mission Trace Shopping Center is under the new ownership of TMP Mission Trace, LLC. The TMP entities own several properties throughout the mid-west and western United States. We have recently purchased properties in Reno, Nevada, Wichita, Kansas and own several properties in Colorado.

Effective immediately all rents should be made payable to the order of TMP Mission Trace LLC, and sent to:

Hatfield Phillips, Inc.
On behalf of LBHI for Mission Trace, LLC
P.O.Box 51068
Los Angeles, CA 90051-5368

Please advise your insurance provider that new insurance certificates will be required, as per your lease, naming TMP Mission Trace LLC and TMP Management, Inc. as additional insureds.

Additionally, our managing entity, TMP Management, Inc. will be active in the management of the property. We look forward to meeting you and working with you. You can reach me at (719)531-7375. For leasing or billing inquiries, please contact our corporate office at (714)836-5503. Thank you for choosing Mission Trace as your business location.

Sincerely,

Daniel L. Mayer
Property Manager

Unit Reference Number : 841-3217 Occupant Type : Current
Property Name : MISSION TRACE ID: 12654000310

Company Name : KINGS ONE HOUR CLEANERS Phone Number : (719) 390-0944
Address 1 : 3217 S. ACADEMY BLVD Unit Number : 3217
Address 2 :
City, State Zip : COLORADO SPRINGS, CO 80916
D/B/A Name : JOON GIL YI AND

Open Items : 0.00
Open Credits : - 0.00
==========
Current Balance : = 0.00

Contact : SUN P. MUSE
Security Deposit : 2,513.54
Other Deposit : 0.00
Square Feet (GLA): 2413
Usable Sq. Ft. : 0
Gross Sq. Ft. : 2413
Prorata Sq. Ft. : 0

Percentage Lease : No
Percentage 0.00
Base Sales Amount 0.00
Billing Month : 0
Annual Sales 0.00

Parking Information :
Number of Reserved Parking Spaces : 0
Storage Space : n

Effective Date : 12/01/90
Expiration Date : 5/31/99
Move-In Date : 12/01/90
Move-Out Date :
Option Date :

[Bill To]

Lease Term : 5 YEARS
Lease Type : NNN
Base Year : 90
Base Year Rent : 1,574.48

------- Commission Info -------
Standard : y
Amount : 0.00
Agent :

Concession Information

		Term	Amount
Free Rent	: n	0	0.00
Lease Buyout	: n	0	0.00
Moving Expenses	: n		0.00
Other	: n		0.00

--- Tenant Improvement Allowances ---
Standard Allowance Per S.F. : 1
Excess Allowance Per S.F. : 0
Comments:

S.I.C. Code :
Business Class :
National Tentant ID :
Insurance Certificate : y Cert. Expires : 8/04/97

Account Status : O.K.

Number of NSF Checks : 0
Date of Last NSF Check :
Amount of Last NSF Check : 0.00

Unit Reference Number : 841-3217 Occupant Type : Current

Charge Schedule

Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Charge Amount
RNT	Monthly Rent	M	6/01/96	5/31/97	1,709.21
RNT	Monthly Rent	M	6/01/97	5/31/98	1,809.75
RNT	Monthly Rent	M	6/01/98		1,910.29
CAM	Common Area Maintenance	M	1/01/96	4/30/97	402.17
CAM	Common Area Maintenance	M	5/01/97		392.11

Lease Options

Option Type	Notice Start	Notice End	Option Begin	Option End	Option on Unit #	Square Feet
RENEWAL	3/01/99	3/01/99	6/01/99	5/31/04	-	0.00
NO RATE SPECIFIED						
Rate per Sq. Ft. :	0.00	Rate per Mth. :	0.00	Year:	0.00	

History Grouped By Transaction

Date	Code	Description	Invoice	Amount	Balance
1/01/97	CAM	Common Area Maintenance		402.17	402.17
1/06/97	CAM	Pymt. Batch 303 Check 1549		(402.17)	0.00
1/01/97	RNT	Monthly Rent		1,709.21	1,709.21
1/06/97	RNT	Pymt. Batch 303 Check 1549		(1,709.21)	0.00
2/01/97	CAM	Common Area Maintenance		402.17	402.17
2/06/97	CAM	Pymt. Batch 584 Check 1568		(402.17)	0.00
2/01/97	RNT	Monthly Rent		1,709.21	1,709.21
2/06/97	RNT	Pymt. Batch 584 Check 1568		(1,709.21)	0.00
3/01/97	CAM	Common Area Maintenance		402.17	402.17
3/06/97	CAM	Pymt. Batch 815 Check 1588		(402.17)	0.00
3/01/97	RNT	Monthly Rent		1,709.21	1,709.21
3/06/97	RNT	Pymt. Batch 815 Check 1588		(1,709.21)	0.00
4/01/97	CAM	Common Area Maintenance		402.17	402.17
4/08/97	CAM	Pymt. Batch 081 Check 1756		(402.17)	0.00
4/01/97	RNT	Monthly Rent		1,709.21	1,709.21
4/08/97	RNT	Pymt. Batch 081 Check 1756		(1,709.21)	0.00
4/15/97	CAM	1996 CAM RECONCILIATION		(668.21)	(668.21)
4/15/97	CAM	CREDIT FOR JAN-APR CAM OVERPAY		(40.23)	(40.23)

History Grouped By Transaction

Date	Code	Description	Invoice	Amount	Balance
5/01/97	CAM	Common Area Maintenance		392.11	392.11
5/01/97	CAM	Auto Apply Chrg. Code CAM		(392.11)	0.00
5/01/97	RNT	Monthly Rent		1,709.21	1,709.21
5/02/97	RNT	Apply Batch 239 Chrg. CAM		(276.10)	1,433.11
5/02/97	RNT	Apply Batch 239 Chrg. CAM		(40.23)	1,392.88
5/06/97	RNT	Pymt. Batch 284 Check 1778		(1,392.88)	0.00
6/01/97	CAM	Common Area Maintenance		392.11	392.11
6/05/97	CAM	Pymt. Batch 519 Check 1796		(392.11)	0.00
6/01/97	RNT	Monthly Rent		1,809.75	1,809.75
6/05/97	RNT	Pymt. Batch 519 Check 1796		(1,809.75)	0.00
7/01/97	CAM	Common Area Maintenance		392.11	392.11
7/07/97	CAM	Pymt. Batch 750 Check 1814		(392.11)	0.00
7/01/97	RNT	Monthly Rent		1,809.75	1,809.75
7/07/97	RNT	Pymt. Batch 750 Check 1814		(1,809.75)	0.00
8/01/97	CAM	Common Area Maintenance		392.11	392.11
8/06/97	CAM	Pymt. Batch 984 Check 1828		(392.11)	0.00
8/01/97	RNT	Monthly Rent		1,809.75	1,809.75
8/06/97	RNT	Pymt. Batch 984 Check 1828		(1,809.75)	0.00
9/01/97	CAM	Common Area Maintenance		392.11	392.11
9/09/97	CAM	Pymt. Batch 316 Check 1849		(392.11)	0.00
9/01/97	RNT	Monthly Rent		1,809.75	1,809.75
9/09/97	RNT	Pymt. Batch 316 Check 1849		(1,809.75)	0.00
10/01/97	CAM	Common Area Maintenance		392.11	392.11
10/03/97	CAM	Pymt. Batch 519 Check 1864		(392.11)	0.00
10/01/97	RNT	Monthly Rent		1,809.75	1,809.75
10/03/97	RNT	Pymt. Batch 519 Check 1864		(1,809.75)	0.00
11/01/97	CAM	Common Area Maintenance		392.11	392.11
11/06/97	CAM	Pymt. Batch 791 Check 1886		(392.11)	0.00
11/01/97	RNT	Monthly Rent		1,809.75	1,809.75
11/06/97	RNT	Pymt. Batch 791 Check 1886		(1,809.75)	0.00

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jung Sin Kim & Chong Min Seltzer
JSK Cleaners
Dba Kings One Hour Cleaners
3217 South Academy Blvd
Colorado Springs, CO 80916

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) S. Kim

C. Date of Delivery 9-25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 1160 0003 4069 3964

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Kings Cane Home

UNITED STATES POSTAL SERVICE

***** WELCOME TO *****
GMF POST OFFICE
COLORADO SPRINGS, CO 80910-9998
09/01/05 05:18PM

Store	USPS	Trans	102
Wkstn	sys5002	Cashier	KDJB2Y
Cashier's Name		KIMBERLY	
Stock Unit Id		WINKIM	
PO Phone Number		800-275-8777	
USPS #		0723550610	

1. First Class 4.65
   Destination: 80916
   Weight: 1.10 oz.
   Postage Type: PVI
   Total Cost: 4.65
   Base Rate: 0.60

SERVICES
Certified Mail 2.30
70051160000340693964
Rtn Recpt (Green Card) 1.75

Subtotal 4.65
Total 4.65

Personal/ Business Check 4.65

Number of Items Sold: 1

Thank You
Please come back soon
Watch for our new stamp releases!
APC OPEN 24/7-Mail anytime
Rent a Post Office Box

7005 1160 0003 4069 3964

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

COLORADO SPRINGS, CO 80916 OFFICIAL USE

Postage	$	0.60
Certified Fee		2.30
Return Receipt Fee (Endorsement Required)		1.75
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	$	4.65

UNIT ID: 0610
Postmark Here
Clerk: KDJB2Y
09/01/05

Sent To Jung Sin Kim & Chong Min Seltzer
Kings Cane Home cleaners
Street, Apt. No.; or PO Box No. 3217 South Academy Blvd
City, State, ZIP+4 Colorado Springs, CO 80916

PS Form 3800, June 2002 See Reverse for Instructions

KOSMOS REALTY. PROPERTY PROPERTY MANAGER FOR MISSION TRACE & KIM, LLC

PAST DUE NOTICE

3847 East Pikes Avenue, Suite D
Colorado Springs, Colorado 80909
Phone (719-550-1411)
Fax (719-550-1109)

VIA CERTIFIED MAIL
7005 1160 0003 4069 3964
Return Receipt Requested

September 1, 2005

Jung Sin Kim
Chong Min Seltzer
JSK Cleaners Inc
dba Kings One Hour Cleaners
3217South Academy Blvd
Colorado Springs, CO 80916

Re: Past Due Rent

A review of your account indicates that you have a past due balance on your account. The past due balance is $32,076.70 Please remit this payment.

As a reminder, your Lease Agreement states that Rental payments are due on the first of each month, plus a late charge as additional rent of ten (10%).

Though your lease has expired May 31st 2004 you are in a month to month basis. However, this does not relieve you of liability of full and final performance to discharge this debt.

Since you have a history of providing checks that have been returned as Non Sufficient Funds or providing checks that have no balance, your landlord will not accept checks written against JSK Cleaners, Inc.

Payments should be made with a Cashiers Check or in Cash.

Your Landlord would appreciate your attention to this past due balance. If you have any questions, please feel free to contact your Landlord, Mr. Jong Ho. Kim 550 -1411, or Property Manager Mr. Andy Song 550-1411..

Inclose is a copy of your Open Item Statement date August 26, 2005 and an Occupant Ledger for your review.

Sincerely

Mike, Accounts Management

COMMERCIAL
Mission Trace Shopping Center OCCUPANT LEDGER
UNIT REFERENCE: 3217
COMPANY NAME: KINGS ONE HOUR CLEANERS
ADDRESS: 3217 SOUTH ACADEMY BLVD
COLORADO SPRINGS, CO 80916

DATE	CODE	DISCRIPTION	INVOICE	AMOUNT	BALANCE
8/1/2003	BALFWD				$532.88
8/1/2003	RNT	MONTHLY RENT		$2,362.73	$2,895.61
8/1/2003	CAM	COMMON AREA MAINTENANCE		$281.29	$3,176.90
8/1/2003	INS	INSURANCE		$19.85	$3,196.75
8/1/2005	PTAX	PROPERTY T,CK#212389		$145.28	$3,342.03
9/1/2003	RNT	MONTHLY RENT		$2,362.73	$5,704.76
9/1/2005	CAM	COMMON AREA MAINTENANCE		$281.29	$5,986.05
9/1/2003	INS	INSURANCE		$19.85	$6,005.90
9/1/2003	PTAX	PROPERTY TAX		$145.28	$6,151.18
9/15/2003	PMT	PAYMENT CK#1435		($1,700.00)	$4,451.18
9/15/2003	PMT	PAYMENT CASH		($1,300.00)	$3,151.18
10/1/2003	RNT	MONTHLY RENT		$2,362.73	$5,513.91
10/1/2005	CAM	COMMON AREA MAINTENANCE		$281.29	$5,795.20
10/1/2005	INS	INSURANCE		$19.85	$5,815.05
10/1/2005	PTAX	PROPERTY T,CK#213186		$145.28	$5,960.33
10/25/2003	PMT	PAYMENT		($2,600.00)	$3,360.33
11/1/2003	RNT	MONTHLY RENT		$2,362.73	$5,723.06
11/1/2003	CAM	COMMON AREA MAINTENANCE		$281.29	$6,004.35
11/1/2003	INS	INSURANCE		$19.85	$6,024.20
11/1/2003	PTAX	PROPERTY TAX		$145.28	$6,169.48
11/19/2003	PMT	PAYMENT		($600.00)	$5,569.48
12/1/2003	RNT	MONTHLY RENT		$2,362.73	$7,932.21
12/1/2003	CAM	COMMON AREA MAINTENANCE		$281.29	$8,213.50
12/1/2003	INS	INSURANCE		$19.85	$8,233.35
12/1/2003	PTAX	PROPERTY TAX		$145.28	$8,378.63
12/29/2003	PMT	PAYMENT CASH		($1,700.00)	$6,678.63
1/1/2004	BALFWD	BALANCE FORWARD			$6,678.63
1/1/2004	RNT	MONTHLY RENT		$2,362.73	$9,041.36
1/1/2004	CAM	COMMON AREA MAINTENANCE		$281.29	$9,322.65
1/1/2004	INS	INSURANCE		$19.85	$9,342.50
1/1/2004	PTAX	PROPERTY TAX		$145.28	$9,487.78
2/1/2004	RNT	MONTHLY RENT		$2,362.73	$11,850.51
2/1/2004	CAM	COMMON AREA MAINTENANCE		$281.29	$12,131.80
2/1/2004	INS	INSURANCE		$19.85	$12,151.65
2/1/2004	PTAX	PROPERTY TAX		$145.28	$12,296.93
2/9/2004	PMT	PAYMENT CASH		($2,000.00)	$10,296.93
3/1/2004	RNT	MONTHLY RENT		$2,362.73	$12,659.66
3/1/2004	CAM	COMMON AREA MAINTENANCE		$281.29	$12,940.95
3/1/2004	INS	INSURANCE		$19.85	$12,960.80
3/1/2004	PTAX	PROPERTY TAX		145.28	$13,106.08
3/16/2004	PMT	PAYMENT CASH		($2,300.00)	$10,806.08
4/1/2004	RNT	MONTHLY RENT		$2,362.73	$13,168.81
4/1/2004	CAM	COMMON AREA MAINTENANCE		$281.29	$13,450.10
4/1/2004	INS	INSURANCE		$19.85	$13,469.95
4/1/2004	PTAX	PROPERTY TAX		$145.28	$13,615.23
5/1/2004	RNT	MONTHLY RENT		$2,362.73	$15,977.96
5/1/2004	CAM	COMMON AREA MAINTENANCE		$281.29	$16,259.25

5/1/2004	INS	INSURANCE	$19.85	$16,279.10
5/1/2005	PTAX	PROPERTY TAX	$145.28	$16,424.38
5/10/2004	PMT	PAYMENT CASH	($1,600.00)	$14,824.38
5/10/2004	PMT	PAYMENT CK#1138	($1,000.00)	$13,824.38
6/1/2004	RNT	MONTHLY RENT	$2,362.73	$16,187.11
6/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$16,468.40
6/1/2004	INS	INSURANCE	$19.85	$16,488.25
6/1/2004	PTAX	PROPERTY TAX	$145.28	$16,633.53
6/30/2004	PMT	PAYMENT CASH	($1,000.00)	$15,633.53
6/30/2004	PMT	PAYMENT CK#1530	($1,000.00)	$14,633.53
6/30/2004	PMT	PAYMENT CK#691	($1,000.00)	$13,633.53
7/1/2004	RNT	MONTHLY RENT	$2,362.73	$15,996.26
7/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$16,277.55
7/1/2004	INS	INSURANCE	$19.85	$16,297.40
7/1/2004	PTAX	PROPERTY TAX	$145.28	$16,442.68
7/31/2004	PMT	PAYMENT CK#1539	($1,000.00)	$15,442.68
7/31/2004	PMT	PAYMENT CASH	($2,000.00)	$13,442.68
8/1/2004	RNT	MONTHLY RENT	$21,362.73	$15,805.41
8/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$16,086.70
8/1/2004	INS	INSURANCE	$19.85	$16,106.55
8/1/2004	PTAX	PROPERTY TAX	$145.28	$16,251.83
8/30/2004	PMT	PAYMENT CASH	($1,600.00)	$14,651.83
8/30/2004	PMT	PAYMENT CK#1546	($1,400.00)	$13,251.83
9/1/2004	RNT	MONTHLY RENT	$2,362.73	$15,614.56
9/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$15,895.85
9/1/2004	INS	INSURANCE	$19.85	$15,915.70
9/1/2004	PTAX	PROPERTY TAX	$145.28	$16,060.98
9/13/2004	CHRGBACK	CHARGE BACK CK#1546 NSF	$1,400.00	$17,460.98
9/13/2004	ADMFEE	ADMINISTRATIVE FEE CK#1546 NSF	$25.00	$17,485.98
9/13/2004	PMT	PAYMENT CASH	($1,400.00)	$16,085.98
10/1/2004	RNT	MONTHLY RENT	$2,362.73	$18,448.71
10/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$18,730.00
10/1/2004	INS	INSURANCE	$19.85	$18,749.85
10/1/2004	PTAX	PROPERTY TAX	$145.28	$18,895.13
10/13/2004	PMT	PAYMENT CK#1560	($1,300.00)	$17,595.13
10/13/2004	PMT	PAYMENT CASH	($1,700.00)	$15,895.13
11/1/2004	RNT	MONTHLY RENT	$2,362.73	$18,257.86
11/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$18,539.15
11/1/2004	INS	INSURANCE	$19.85	$18,559.00
11/1/2004	PTAX	PROPERTY TAX	$145.28	$18,704.28
11/9/2004	PMT	PAYMENT	($1,000.00)	$17,704.58
11/9/2004	PMT	PAYMENT CASH	($2,000.00)	$15,704.28
12/1/2004	RNT	MONTHLY RENT	$2,362.73	$18,067.01
12/1/2004	CAM	COMMON AREA MAINTENANCE	$281.29	$18,348.30
12/1/2004	INS	INSURANCE	$19.85	$18,368.15
12/1/2004	PTAX	PROPERTY TAX	$145.28	$18,513.43
1/1/2005	BALFWD	BALANCE FORWARD		**$18,513.43**
1/1/2005	RNT	MONTHLY RENT	$2,362.73	$20,876.16
1/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$21,157.45
1/1/2005	INS	INSURANCE	$19.85	$21,177.30
1/1/2005	PTAX	PROPERTY TAX	$145.28	$21,322.58
1/4/2005	PMT	PAYMENT	($1,000.00)	$20,322.58
1/4/2005	PMT	PAYMENT CASH	($2,000.00)	$18,322.58
2/1/2005	RNT	MONTHLY RENT	$2,362.73	$20,685.31
2/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$20,966.60

2/1/2005	INS	INSURANCE	$19.85	$20,986.45
2/1/2005	PTAX	PROPERTY TAX	$145.28	$21,131.73
2/9/2005	PMT	PAYMENT CK#1599	($1,000.00)	$20,131.73
2/9/2005	PMT	PAYMENT CASH	($2,000.00)	$18,131.73
3/1/2005	RNT	MONTHLY RENT	$2,362.73	$20,494.46
3/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$20,775.75
3/1/2005	INS	INSURANCE	$19.85	$20,795.60
3/1/2005	PTAX	PROPERTY TAX	$145.28	$20,940.88
4/1/2005	RNT	MONTHLY RENT	$2,362.73	$23,303.61
4/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$23,584.90
4/1/2005	INS	INSURANCE	$19.85	$23,604.75
4/1/2005	PTAX	PROPERTY TAX	$145.28	$23,750.03
4/4/2005	PMT	PAYMENT CK#1618	($1,000.00)	$22,750.03
4/4/2005	PMT	PAYMENT CASH	($2,000.00)	$20,750.03
5/1/2005	RNT	MONTHLY RENT	$2,362.73	$23,112.76
5/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$23,394.05
5/1/2005	INS	INSURANCE	$19.85	$23,413.90
5/1/2005	PTAX	PROPERTY TAX	$145.28	$23,559.18
6/1/2005	RNT	MONTHLY RENT	$2,362.73	$25,921.19
6/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$26,203.20
6/1/2005	INS	INSURANCE	$19.85	$26,223.05
6/1/2005	PTAX	PROPERTY TAX	$145.28	$26,368.33
6/1/2005	PMT	PAYMENT CASH	($1,400.00)	$24,968.33
6/1/2005	PMT	PAYMENT CK#2326	($600.00)	$24,368.33
6/1/2005	PMT	PAYMENT CASH	($1,000.00)	$23,368.33
7/1/2005	RNT	MONTHLY RENT	$2,362.73	$25,731.06
7/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$26,012.35
7/1/2005	INS	INSURANCE	$19.85	$26,032.20
7/1/2005	PTAX	PROPERTY TAX	$145.28	$26,177.48
8/1/2005	RNT	MONTHLY RENT	$2,362.73	$28,540.21
8/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$28,821.50
8/1/2005	INS	INSURANCE	$19.85	$28,841.35
8/1/2005	PTAX	PROPERTY TAX	$145.28	$28,986.63
8/11/2005	LATECHRG	LATE CHARGE 10%	$280.92	$29,267.55
9/1/2005	RNT	MONTHLY RENT	$2,362.73	$31,630.28
9/1/2005	CAM	COMMON AREA MAINTENANCE	$281.29	$31,911.57
9/1/2005	INS	INSURANCE	$19.85	$31,931.42
9/1/2005	PTAX	PROPERTY TAX	$145.28	**$32,076.70**

MISSION TRACE SHOPPING CENTER

MONTHLY RENTAL INCOME STATEMENT
January, 2003

UNIT	TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
3001	Peter Pan Pizza	$ -	$ -	$ -	$ -	$ -	$ -		$ -
3009	Barber Shop	$ 763.95	$ 615.94	$ 70.78	$ 29.06	$ 48.17		$ **763.95**	$ -
3013	Academy Locksmith	$ 944.19	$ 696.78	$ 147.14	$ 10.23	$ 75.92	$ -	$ **930.07**	$ 14.12
3015	Beneficial Colorado, Inc.	$ 2,094.26	$ 1,725.00	$ 209.72	$ 14.92	$ 108.37		$ **2,058.01**	$ 36.25
3023	Sign A Rama	$ 1,233.54	$ 946.79	$ 178.64	$ 14.79	$ 93.32		$ **1,233.54**	$ -
3025	Vacant	$ -	$ -			$ -		$ -	$ -
3029	Planned Parenthood	$ 781.42	$ 552.01	$ 142.37	$ 12.38	$ 74.66		$ **781.42**	$ -
3031	Koonz Chiropractic	$ 2,741.16		$ -	$ -	$ -		$ -	$ 2,741.16
3035	Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
3051	Paycheck Loans	$ 1,242.67	$ 970.83	$ 110.74	$ 34.65	$ 70.14	$ 56.31	$ **1,242.67**	$ -
3055	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3069	Family Dollar	$ 3,850.00	$ 3,850.00					$ **3,850.00**	$ -
3071	Dos Hombres Restaurant	$ 4,787.77	$ 3,840.55	$ 586.36	$ 52.60	$ 308.26		$ **4,787.77**	
3075	Soloid Rock Church	$ 11,000.00	$ -	$ 1,000.00	$ -	$ -		$ **1,000.00**	$ 10,000.00
3077	ARC Thrift Store	$ 15,658.92	$ 11,599.55	$ 2,461.10	$ 277.22	$ 1,321.05	$ -	$ **15,658.92**	$ -
3079	Ebony Beauty Supply	$ 3,240.03	$ 2,500.00	$ 413.95	$ 85.25	$ 240.83		$ **3,240.03**	$ -
3080	Ebony Beauty Supply	$ 1,650.75	$ 900.00	$ 469.64	$ 36.79	$ 244.32		$ **1,650.75**	$ -
3085	Key Bank	$ 1,139.18	$ -	$ 1,139.18	$ -	$ -	$ -	$ **1,139.18**	$ -
3105	Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
3107	Mail Boxes, Etc	$ 2,479.16	$ 2,111.00	$ 228.98	$ 19.37	$ 119.81	$ -	$ **2,479.16**	$ -
3109	One $ Depot	$ 2,781.57	$ 2,212.50	$ 274.04	$ 20.48	$ 142.09	$ 132.46	$ **2,781.57**	$ -
3111	Smoker's Friendly	$ 744.41	$ 609.17	$ 80.14	$ 11.09	$ 44.01	$ -	$ **744.41**	$ -
3113	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3117	Thai Express	$ 4,898.16	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,898.16
3119	Styles Beauty Salon	$ 3,673.87	$ 2,992.26	$ 370.48	$ 28.86	$ 192.66	$ 89.61	$ **3,673.87**	$ -
3121	MJ Optical	$ 1,759.39	$ 1,463.38	$ 185.11	$ 14.57	$ 96.33	$ -	$ **1,759.39**	$ -
3123	H & R Block	$ 1,915.00	$ 1,879.33	$ 262.44	$ 18.74	$ 135.65		$ **2,296.16**	-$ 381.16
3125	King Sooper	$ 4,923.00	$ -	$ 4,923.00	$ -	$ -		$ **4,923.00**	$ -
3205	Carpet Clearance Warehouse	$ 1,208.06	$ -	$ 1,208.06	$ -	$ -		$ **1,208.06**	$ -
3215	Trivelli's Hoagies	$ 1,353.36	$ 1,051.25	$ 154.18	$ 49.61	$ 98.32	$ -	$ **1,353.36**	$ -
3217	King's One Hour Cleaners	$ 8,150.83	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,150.83
3219	Tery Teriyaki	$ 5,127.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,127.22
3223	Growing Years Academy	$ 5,507.18	$ 4,192.54	$ 835.67	$ 51.14	$ 427.83		$ **5,507.18**	$ -

KOSMOS REALTY CO.

MISSION TRACE SHOPPING CENTER

UNIT	TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
3231B	Meeka's	$ 860.19	$ 673.33	$ 102.70	$ 23.35	$ 60.81		**$ 860.19**	$ -
3233	Vacant	$ -	$ -	$ -	$ -	$ -		**$ -**	$ -
3255	Kentucy Fried Chicken	$ 240.55	$ -	$ 240.55	$ -	$ -		**$ 240.55**	$ -
3265	Fashion Zone	$ 4,630.02	$ 3,890.00	$ 465.55	$ 33.64	$ 240.83		**$ 4,630.02**	$ -
3269	Diarra African Hair Braiding	$ 570.43	$ 425.20	$ 82.07	$ 15.90	$ 47.26		**$ 570.43**	$ -
3273	Pioneer Military Lending	$ 2,738.15	$ 2,288.92	$ 263.11	$ 17.91	$ 137.96	$ 1.00	**$ 2,708.90**	$ 29.25
3275	Vacant	$ -	$ -	$ -	$ -	$ -		**$ -**	$ -
3279	ACE Cash Express	$ 911.13	$ 756.66	$ 94.76	$ 9.44	$ 50.27		**$ 911.13**	$ -
3281	Perfect Nails	$ 1,401.85	$ 1,097.33	$ 192.64	$ 12.78	$ 99.10	$ -	**$ 1,401.85**	$ -
3283	Patriot Loan Co.	$ 1,448.70	$ 1,205.42	$ 151.24	$ 12.87	$ 79.17	$ -	**$ 1,448.70**	$ -
3285	CO Cellular $ Paging	$ 987.81	$ 825.00	$ 100.63	$ 9.20	$ 52.98		**$ 987.81**	$ -
3285A	Vacant	$ -	$ -	$ -	$ -	$ -		**$ -**	$ -
3287	Goodyear Facility	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -		**$ 4,000.00**	$ -
	Totals	**$ 113,437.88**	$ 59,870.74	$ 17,144.97	$ 916.84	$ 4,610.12	$ 279.38	**$ 82,822.05**	**$ 30,615.83**

MISSION TRACE SHOPPING CENTER

PROFIT & LOSS STATEMENT
01/01/2003 - 01/31/2003

		Month to Date		Year to Date
INCOME:				
	BASE RENT	$ 59,870.74	$	59,870.74
	CAM	$ 17,144.97	$	17,144.97
	Insurance	$ 916.84	$	916.84
	Taxes	$ 4,610.12	$	4,610.12
	Others/Insurance Refund	$ -	$	-
	Returned Check & Late Charges	$ 279.38	$	279.38
	Vending Machine Income	$ -	$	-
	Security Deposit	$ -	$	-
	Tenant Finish Reimbursement	$ -	$	-
	TOTAL:	**$ 82,822.05**	**$**	**82,822.05**
EXPENSE:				
	Commission	$ -	$	-
	Flag Maintenance/Replacement	$ -	$	-
	HVAC Maintenance	$ -	$	-
	Insurance	$ -	$	-
	Landscaping Care	$ 213.00	$	213.00
	Management Fee	$ 4,000.00	$	4,000.00
	Miscellananeous Maintenances	$ -	$	-
	Office Expenses	$ -	$	-
	Other Expenses	$ -	$	-
	Parking Lot Cleaning/Day Porter	$ 3,362.50	$	3,362.50
	Parking Lot Maintenance	$ 252.00	$	252.00
	Pest Control	$ 40.00	$	40.00
	Professional Services	$ -	$	-
	ReKey Charges	$ -	$	-
	Roof Repairs	$ 6,542.00	$	6,542.00
	Lighting Repair/Maintenance	$ -	$	-
	Snow Removal	$ 1,312.50	$	1,312.50
	Taxes	$ -	$	-
	Security Patrol	$ 4,496.16	$	4,496.16
	Trash Removal	$ 1,447.32	$	1,447.32
	Utilities	$ 4,364.13	$	4,364.13
			$	-
	TOTAL:	**$ 26,029.61**	**$**	**26,029.61**
TENANT FINISHES		$ -	$	-
NET OPERATING INCOME		**$ 56,792.44**	**$**	**56,792.44**
DEBT SERVICE:		$ 56,251.00	$	56,251.00
OTHER DEBT SERVICES		$ -	$	-
CASH FLOW AFTER DEBT SERVICE:		**$ 541.44**	**$**	**541.44**
	OWNER'S DRAW	$ -	$	-
	DEPOSIT REFUND	$ -	$	-
BALANCE IN BANK		**$ 541.44**	**$**	**541.44**

MISSION TRACE SHOPPING CENTER

MONTHLY RENTAL INCOME STATEMENT
November, 2003

UNIT	TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
3001	Peter Pan Pizza	$ 16,841.10	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,841.10
3009	Barber Shop	$ 1,304.15	$ 1,156.14	$ 70.78	$ 29.06	$ 48.17		$ 1,304.15	$ -
3013	Academy Locksmith	$ 944.19	$ 710.90	$ 147.14	$ 10.23	$ 75.92	$ -	$ 944.19	$ -
3015	Beneficial Colorado, Inc.	$ 2,133.01	$ 1,800.00	$ 209.72	$ 14.92	$ 108.37		$ 2,133.01	$ -
3023	Sign A Rama	$ 1,233.54	$ -	$ -	$ -	$ -		$ -	$ 1,233.54
3025	Vacant	$ -	$ -			$ -		$ -	$ -
3029	Planned Parenthood	$ 797.99	$ 568.58	$ 142.37	$ 12.38	$ 74.66		$ 797.99	$ -
3031	Koonz Chiropractic	$ 5,683.41	$ 2,234.25	$ 321.08	$ 20.86	$ 164.97		$ 2,741.16	$ 2,942.25
3035	Gamer's Gathering	$ 3,033.33	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,033.33
3051	Ms. Paycheck Inc., No. 1	$ 1,339.77	$ 1,067.93	$ 110.74	$ 34.65	$ 70.14	$ 56.31	$ 1,339.77	$ -
3055	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3069	Family Dollar	$ 3,850.00	$ 3,850.00	$ -	$ -	$ -		$ 3,850.00	$ -
3071	Dos Hombres Restaurant	$ 4,787.77	$ 3,840.55	$ 586.36	$ 52.60	$ 308.26		$ 4,787.77	
3075	Soloid Rock Church	$ 23,500.00	$ -	$ 500.00	$ -	$ -		$ 500.00	$ 23,000.00
3077	ARC Thrift Store	$ 15,658.92	$ 11,599.55	$ 2,461.10	$ 277.22	$ 1,321.05	$ -	$ 15,658.92	$ -
3079	Ebony Beauty Supply	$ 3,240.03	$ 2,500.00	$ 413.95	$ 85.25	$ 240.83		$ 3,240.03	$ -
3080	Ebony Beauty Supply	$ 1,650.75	$ 900.00	$ 469.64	$ 36.79	$ 244.32		$ 1,650.75	$ -
3085	Key Bank	$ 1,139.18	$ -	$ 1,139.18	$ -	$ -	$ -	$ 1,139.18	$ -
3105	Kohnami Japanese Restaurant	$ 7,701.62	$ 500.00	$ -	$ -	$ -		$ 500.00	$ 7,201.62
3107	Mail Boxes, Etc	$ 2,542.16	$ 2,174.00	$ 228.98	$ 19.37	$ 119.81	$ -	$ 2,542.16	$ -
3109	One $ Depot	$ 2,698.28	$ 2,261.67	$ 274.04	$ 20.48	$ 142.09	$ -	$ 2,698.28	$ -
3111	Smoker's Friendly	$ 1,563.49	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,563.49
3113	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3117	Thai Express	$ 22,222.01	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,222.01
3119	Styles Beauty Salon	$ 1,837.01	$ 1,541.01	$ 185.24	$ 14.43	$ 96.33	$ -	$ 1,837.01	$ -
3121	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
3123	H & R Block	$ 2,153.52	$ 1,736.69	$ 262.44	$ 18.74	$ 135.65		$ 2,153.52	$ -
3125	King Sooper	-$ 6,879.66	$ -	$ -	$ -	$ -	$ -	$ -	-$ 6,879.66
3205	Carpet Clearance Warehouse	$ 1,208.06	$ -	$ 1,208.06	$ -	$ -	$ -	$ 1,208.06	$ -
3215	Trivelli's Hoagies	$ 1,353.36	$ 1,051.25	$ 154.18	$ 49.61	$ 98.32	$ -	$ 1,353.36	$ -
3217	King's One Hour Cleaners	$ 6,169.48	$ 600.00	$ -	$ -	$ -	$ -	$ 600.00	$ 5,569.48
3219	Tery Teriyaki	$ 2,164.99	$ 1,771.67	$ 245.18	$ 20.14	$ 128.00	$ -	$ 2,164.99	$ -
3223	Growing Years Academy	$ 5,507.18	$ 4,192.54	$ 835.67	$ 51.14	$ 427.83		$ 5,507.18	$ -

KOSMOS REALTY CO.

MISSION TRACE SHOPPING CENTER

UNIT	TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
3231B	Meeka's	$ 3,670.83	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,670.83
3233	Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
3255	Kentucy Fried Chicken	$ 240.55	$ -	$ 235.65	$ 3.61	$ 1.29		$ 240.55	$ -
3265	Fashion Zone	$ 4,746.69	$ 4,006.67	$ 465.55	$ 33.64	$ 240.83		$ 4,746.69	$ -
3269	Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3273	Pioneer Military Lending	$ 2,739.15	$ 2,319.17	$ 263.11	$ 17.91	$ 137.96	$ 1.00	$ 2,739.15	$ -
3275	Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
3279	ACE Cash Express	$ 1,024.76	$ 870.31	$ 94.76	$ 9.44	$ 50.27		$ 1,024.78	-$ 0.02
3281	Perfect Nails	$ 1,391.32	$ 1,195.48	$ 192.64	$ 12.78	$ 99.10	$ -	$ 1,500.00	-$ 108.68
3283	Patriot Loan Co.	$ 1,448.70	$ 1,205.42	$ 151.24	$ 12.87	$ 79.17	$ -	$ 1,448.70	$ -
3285	CO Cellular $ Paging	$ 987.81	$ 824.80	$ 100.83	$ 9.20	$ 52.98	$ -	$ 987.81	$ -
3285A	Fashion Zone-Warehouse	$ 1,250.00	$ 1,250.00	$ -	$ -	$ -		$ 1,250.00	$ -
3287	Goodyear Facility	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -		$ 4,000.00	$ -
	Phone Box/Vending	$ 66.49		$ -				$ 66.49	$ -
	Totals	**$ 158,944.94**	$ 61,728.58	$11,469.63	$ 867.32	$ 4,466.32	$ 57.31	**$ 78,655.65**	**$ 80,289.29**

MISSION TRACE SHOPPING CENTER

PROFIT & LOSS STATEMENT
11/1/2003 11/30/2003

	Month to Date	Year to Date
INCOME:		
BASE RENT	$ 61,728.58	$ 721,931.20
CAM	$ 11,469.63	$ 200,796.44
Insurance	$ 867.32	$ 10,132.32
Taxes	$ 4,466.32	$ 51,924.94
Others	$ 57.31	$ 20,577.33
Returned Check & Late Charges		$ 386.08
Vending Machine/Phone Income	$ 66.49	$ 172.33
Security Deposit	$ -	$ 2,500.00
Tenant Finish Reimbursement	$ -	$ -
TOTAL:	$ 78,655.65	**$ 1,008,420.64**
EXPENSE:		
Commission	$ 7,806.06	$ 7,806.06
Flag Maintenance/Replacement	$ -	$ -
HVAC Maintenance	$ -	$ 1,414.15
Insurance	$ -	$ -
Landscaping Care	$ -	$ 12,915.36
Management Fee	$ 3,680.00	$ 41,560.00
Miscellananeous Maintenances	$ 2,469.60	$ 9,440.69
Office Expenses	$ -	$ 103.42
Other Expenses	$ -	$ 2,397.14
Parking Lot Cleaning/Day Porter	$ 2,800.00	$ 31,950.00
Parking Lot Maintenance	$ -	$ 4,293.00
Pest Control	$ -	$ 900.00
Professional Services	$ -	$ 1,323.25
ReKey Charges	$ 64.95	$ 184.32
Roof Repairs	$ -	$ 19,615.00
Lighting Repair/Maintenance	$ -	$ 1,001.86
Snow Removal	$ -	$ 12,683.25
Taxes	$ -	$ 379.82
Security Patrol	$ 1,200.00	$ 22,807.70
Trash Removal	$ 1,210.85	$ 15,261.29
Utilities	$ 6,584.47	$ 58,419.45
	$ -	$ -
TOTAL:	$ 25,815.93	**$ 244,455.76**
TENANT FINISHES 3035A GAMER'S	$ 7,426.00	$ 11,676.00
NET OPERATING INCOME	$ 45,413.72	**$ 752,288.88**
DEBT SERVICE:	$ 53,831.00	$ 597,601.00
OTHER DEBT SERVICES	$ -	$ -
CASH FLOW AFTER DEBT SERVICE:	$ (8,417.28)	**$ 154,687.88**
OWNER'S DRAW	$ -	$ -
DEPOSIT REFUND	$ -	$ 2,500.00
BALANCE IN BANK	$ (8,417.28)	**$ 152,187.88**

KOSMOS REALTY CO.

LY RENTAL INCOME STATEMENT
March 2004

TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Barber Shop	$ 1,609.19	$ 637.50	$ 70.78	$ 29.06	$ 48.17	$ -	$ -	$ 1,609.19
Vacant						$ -		$ -
Beneficial Colorado, Inc.	$ 2,133.01	$ 1,800.00	$ 209.72	$ 14.92	$ 108.37		$ 2,133.01	$ -
Sign A Rama	$ 3,700.62	$ 3,413.87	$ 178.64	$ 14.79	$ 93.32		$ 3,700.62	$ -
Vacant	$ -	$ -			$ -		$ -	$ -
Planned Parenthood	$ 797.99	$ 568.58	$ 142.37	$ 12.38	$ 74.66		$ 797.99	$ -
Koonz Chiropractic	$ 8,558.63	$ 2,301.28	$ 321.08	$ 20.86	$ 164.97		$ 2,808.19	$ 5,750.44
Gamer's Gathering	$ 3,033.33	$ 2,083.33	$ 600.00	$ 50.00	$ 300.00	$ -	$ 3,033.00	$ 0.33
Ms. Paycheck Inc., No. 1	$ 1,291.22	$ 1,019.38	$ 110.74	$ 34.65	$ 70.14	$ 56.31	$ 1,242.67	$ 48.55
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Family Dollar	$ 15,400.00	$ 3,850.00	$ -	$ -	$ -		$ -	$ 15,400.00
Dos Hombres Restaurant	$ 4,787.77	$ 3,840.55	$ 586.36	$ 52.60	$ 308.26		$ 4,787.77	
Solid Rock Church	$ 37,500.00	$ -	$ 3,000.00	$ -	$ -		$ -	$ 37,500.00
ARC Thrift Store	$ 15,658.92	$ 11,599.55	$ 2,461.10	$ 277.22	$ 1,321.05	$ -	$ 15,658.92	$ -
Ebony Beauty Supply	$ 3,573.35	$ 2,833.32	$ 413.95	$ 85.25	$ 240.83		$ 3,573.35	$ -
Ebony Beauty Supply	$ 1,650.75	$ 900.00	$ 469.64	$ 36.79	$ 244.32		$ 1,650.75	$ -
Key Bank	$ 1,139.18	$ -	$ 1,139.18	$ -	$ -	$ -	$ 1,139.18	$ -
Kohnami Japanese Restaurant	$ 9,239.93	$ 8,777.16	$ 294.00	$ 21.26	$ 147.51		$ 9,239.93	$ -
Mail Boxes, Etc	$ 2,542.16	$ 2,174.00	$ 228.98	$ 19.37	$ 119.81	$ -	$ 2,542.16	$ -
One $ Depot	$ 2,698.28	$ 2,261.67	$ 274.04	$ 20.48	$ 142.09	$ -	$ 2,698.28	$ -
Smoker's Friendly	$ 3,984.75	$ 646.27	$ 80.14	$ 11.09	$ 44.01	$ -	$ -	$ 3,984.75
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Thai Express	$ 29,332.57	$ 1,292.00	$ 175.50	$ 18.06	$ 93.38	$ 38.95	$ -	$ 29,332.57
Styles Beauty Salon	$ 1,837.01	$ 1,541.01	$ 185.24	$ 14.43	$ 96.33	$ -	$ 1,837.01	$ -
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
H & R Block	$ 2,153.52	$ 1,736.69	$ 262.44	$ 18.74	$ 135.65		$ 2,153.52	$ -
Parkway Market Lmtd, Co	$ 4,923.00	$ -	$ 4,923.00	$ -	$ -	$ -	$ 4,923.00	$ -
Carpet Clearance Warehouse	$ 2,416.12	$ -	$ 1,206.06	$ -	$ -	$ -	$ 3,624.18	$ (1,208.06)
Trivelli's Hoagies	$ 1,447.98	$ 1,082.79	$ 154.18	$ 49.61	$ 98.32	$ -	$ 1,353.36	$ 94.62
King's One Hour Cleaners	$ 13,106.08	$ 2,362.73	$ 281.29	$ 19.85	$ 145.28	$ -	$ 2,300.00	$ 10,806.08
Tery Teriyaki	$ 5,394.97	$ 1,771.67	$ 245.18	$ 20.14	$ 128.00	$ -	$ 2,164.99	$ 3,229.98
Growing Years Academy	$ 5,507.18	$ 4,192.54	$ 835.67	$ 51.14	$ 427.83		$ 5,507.18	$ -

TENANT	INVOICE AMOUNT	BASE RENT	CAM	INS	TAX	OTHER	TOTAL PAID	BALANCE
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Kentucy Fried Chicken	$ 240.55	$ -	$ 235.65	$ 3.61	$ 1.29		$ 240.55	$ -
Fashion Zone	$ 4,746.69	$ 4,006.67	$ 465.55	$ 33.64	$ 240.83		$ 4,746.69	$ -
Vacant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pioneer Military Lending	$ 2,739.15	$ 2,319.17	$ 263.11	$ 17.91	$ 137.96	$ 1.00	$ 2,739.15	$ -
Vacant	$ -	$ -	$ -	$ -	$ -		$ -	$ -
ACE Cash Express	$ 933.76	$ 779.37	$ 94.76	$ 9.44	$ 50.27		$ 933.86	$ (0.10)
Perfect Nails	$ 1,474.85	$ 1,165.92	$ 192.64	$ 12.78	$ 99.10	$ -	$ 1,500.00	$ (25.15)
Patriot Loan Co.	$ 1,448.70	$ 1,205.42	$ 151.24	$ 12.87	$ 79.17	$ -	$ 1,448.70	$ -
CO Cellular $ Paging	$ 1,419.90	$ 1,257.09	$ 100.63	$ 9.20	$ 52.98	$ -	$ 1,419.90	$ -
Fashion Zone-Warehouse	$ 1,250.00	$ 1,250.00	$ -	$ -	$ -		$ 1,250.00	$ -
Goodyear Facility	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -		$ 4,000.00	$ -
Ki Duk Hwang Kohnami	$ 1,687.77	$ 1,225.00	$ 294.00	$ 21.26	$ 147.51		$ 1,687.77	$ -
Totals	**$ 205,358.88**	**$ 79,894.53**	**$ 20,646.86**	**$ 1,013.40**	**$ 5,361.41**	**$ 57.31**	**$ 98,835.68**	**$ 106,523.20**

May 10, 2006

Grubb & Ellis | Quantum Commercial Group as Receiver
Attn: Gregory Nyquist
101 N. Cascade Ave. #200
Colorado Springs, CO 80903

RE: Receivership Case Number: 05CV4176
Mission Trace Shopping Center April Operating Reports

Dear Greg:

Attached is the April Operating Report for the Mission Trace Buildings consisting of the following:

- Income Statement
- Balance Sheet
- Reconciliation of Cash, Liabilities and Equity
- Cash Journal
- Activity Reconciliation Report
- Aging Report
- Accounts Payable Expense Distribution Report
- Check Register
- Current Rent Roll
- Bank Statement/Reconciliation

I. COMMENTS TO FINANCIAL REPORTS:

This represents the fifth Operating Report for Mission Trace Shopping Center since the appointment of the Quantum Commercial Group receivership on November 10, 2005. Security Deposits were transferred to the receivership from the borrower in the amount of $20,374.74.

Revenue exceeded Expenses in April resulting in a positive cash flow for the month. Base Rental Income for the month equaled $32,679.62. Expense Reimbursement Income received totaled $8,305.34; Interest Income equaled $7.83 and Sign Rental Income was $56.31. Additional miscellaneous income of $200.00 was received for parking lot use by Carpet Clearance Warehouse for an outdoor sale. Total Operating Expenses were $11,262.42 during April. There were Extraordinary Expenses of $953.79 in Legal Fees.

Net cash flow for the month was $29,032.89.

We're continuing our work to finalize the rent roll that was provided so that it properly reflects the property income and (2) get legal documents for each of the out parcels to properly understand the obligations of the receivership for each of those parcels and the income those parcels will generate for the services provided. In particular, we continue to research the King Soopers space and the Solid Rock space. The delinquency list has more entries on it than we like to see but we're working to make contact with each tenant to reduce delinquencies. In April, more aggressive action was taken and five accounts were turned over to a collection attorney, Dennis Rupp. Two tenants brought their accounts current. The three other collection efforts are pending responses from the tenants.

From April operations and accumulated cash flows, there were no distributions made. The checking account has a current balance at the end of April of $114,681.34. $60,500 of that money is earmarked for the second half taxes due on the property in June.

The security deposits in the amount of $20,374.74 that were transferred to us from the previous manager have been placed in a separate account.

II. PROPERTY AND TENANT ADMINISTRATION:

- As per the Receivership Order, we obtained a videotaped record of the condition of the vacancies.
- Our continuing efforts to improve the appearance and safety of the property are ongoing with more frequent trash pickup of the grounds, continual replacement of exterior light bulbs, parking lot sweeping and prompt repair of broken windows, etc.
- Growing Years Academy and One $ Depot wish to extend their leases and Nail Design2 has requested a lower rent rate in order to stay open for business. We submitted a formal Motion to Approve Leases to the court. On May 8th, we finally received a response from the Court approving the Lease modifications. We have since submitted renewals for H&R Block and a new lease for Suite 3117 for Court approval.
- We have responded to roof leaks as they have been reported to us from affected tenants.
- There are actually five businesses that adjoin the subject Real Estate but are not on property owned by the borrower. Those businesses rely on Mission Trace to provide various services and in return, pay for those services independent of the leases at the property. Those businesses include Key Bank, KFC, Carpet Clearance Warehouse, Solid Rock Church, and the King Sooper's vacancy. We now have copies of the written service agreements for each business except Solid Rock Church. The Solid Rock Church space has been foreclosed on.

PROPERTY EXPENSES

- Property Expenses included utility costs and other costs necessary to maintain the property. Property Management fees included fees billed for April. Legal fees were fees incurred by the receivership.
- Candice Seaton of Grubb & Ellis received a purchase offer from Craddock. The note and deed of trust has been purchased by Matt Craddock (a local development company). The deal was signed and closed on April 4.

Please call if you have any questions regarding the April Operating Report.

Sincerely,

Grubb & Ellis | Quantum Commercial Group

Aimee Alderson, CPM® Candidate
Property Manager

Enc.
Cc: Matt Craddock
David Chipman
Lenard Rioth
Clerk of Court, Mary Perry
Mission Trace Kim, LLC
William Slamkowski

Cash Journal

roperty : Q.C.G.RECV'R MISSION TRACE

4/1/2006 thru 4/30/2006

Unit Ref. Number	Name	Type	Description	Date Received	Amount
-3009	KOZANS BARBER SHOP	CASH	Pymt. Batch 341 Check 367	4/25/06	1,725.00
		CASH	Pymt. Batch 442 Check 39943273	4/25/06	500.00
		CASH	Pymt. Batch 442 Check 42471190	4/25/06	125.00
-3029	PLANNED PARENTHOOD	CASH	Pymt. Batch 908 Check 175320	4/04/06	850.72
27-3031	KOONTZ CHIROPRACTIC	CASH	Pymt. Batch 904 Check 10464	4/03/06	3,319.99
		CASH	Pymt. Batch 417 Check 28895282	4/24/06	5,896.66
-3051	MS. PAYCHECK INC. #1	CASH	Pymt. Batch 908 Check 10198	4/06/06	1,388.30
27-3071	DOS HOMBRES RESTAURANT (SSST)	CASH	Pymt. Batch 904 Check 4922	4/01/06	4,942.36
-3079	EBONY BEAUTY SUPPLY	CASH	Pymt. Batch 211 Check 3191	4/17/06	4,000.00
-3085	KEY BANK OF COLORADO	CASH	Pymt. Batch 902 Check 18890367	4/01/06	2,278.36
7-3105	KOHNAMI JAPANESE RESTAURANT	CASH	Pymt. Batch 908 Check 2035	4/06/06	1,891.86
7-3107	SMCP CORP.DBA MAIL BOXES#2642	CASH	Pymt. Batch 904 Check 2032	4/03/06	2,108.16
-3123	H & R BLOCK ENT.,INC. (OO1)	CASH	Pymt. Batch 902 Check 1186933	4/01/06	2,250.40
7-3205	CARPET CLEARANCE WAREHOUSE	CASH	Pymt. Batch 908 Check 30286	4/04/06	1,206.06
		CASH	Pymt. Batch 211 Check 30290	4/17/06	200.00
-3217	KING'S ONE HOUR CLEANERS	REM.	Rem. Batch 147 Check 367	4/25/06	(1,725.00)
-3273	PIONEER MILITARY LENDING,INC.	CASH	Pymt. Batch 902 Check 218400	4/01/06	2,835.98
7-3279	ACE CASH EXPRESS,INC #114	CASH	Pymt. Batch 904 Check 576164	4/03/06	981.28
		CASH	Pymt. Batch 279 Check 578809	4/21/06	981.28
-3283	PATRIOT LOAN CO.	CASH	Pymt. Batch 902 Check 712353	4/01/06	1,484.86
7-3287	GOODYEAR FACILITY #4068	CASH	Pymt. Batch 902 Check 1780219	4/01/06	4,000.00
					41,241.27

ROPERTY TOTALS:

Total Checks and Cash Received	42,966.27
Total Checks Removed	(1,725.00)
Total Overpayment Refunds	0.00
Total NSF Checks	0.00
Deposit Refunds	0.00

TOTAL CHECKS AND CASH RECEIVED :

	Chrg Code	Total Amount
COMMON AREA MAINT.REIMB	CAM	6,676.42
INSURANCE REIMBURSEMENT	INS	271.24
MISCELLANEOUS	MIS	200.00
RENT-BASE	RNT	34,093.77
OTHER REIMB.-SIGNAGE	SIG	56.31
PROPERTY TAX REIMBURSEM	TAX	1,668.53
	Total	42,966.27

TOTAL CHECKS REMOVED :

	Chrg Code	Total Amount
COMMON AREA MAINT.REIMB	CAM	(281.29)
INSURANCE REIMBURSEMENT	INS	(19.85)
RENT-BASE	RNT	(1,414.15)
PROPERTY TAX REIMBURSEM	TAX	(9.71)
	Total	(1,725.00)

Activity Reconciliation Report

4/1/2006 to 4/30/2006

roperty : Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

nit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
3009	3009	**KOZANS BARBER SHOP**						1,000.00 11/01/2005
	RNT	RENT-BASE	2,200.00	550.00	2,350.00	4/25/2006	400.00	10/31/2006
			2,200.00	550.00	2,350.00		400.00	
3029	3029	**PLANNED PARENTHOOD**						500.00 10/20/1994
	CAM	COMMON AREA MAINT.REI	0.00	142.37	142.37	4/4/2006	0.00	03/31/2008
	INS	INSURANCE REIMBURSEMEI	0.00	12.38	12.38	4/4/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	74.66	74.66	4/4/2006	0.00	
	RNT	RENT-BASE	0.00	621.31	621.31	4/4/2006	0.00	
			0.00	850.72	850.72		0.00	
3031	3031	**KOONTZ CHIROPRACTIC**						0.00 09/04/1994
	CAM	COMMON AREA MAINT.REI	642.16	321.08	963.24	4/24/2006	0.00	08/31/2006
	INS	INSURANCE REIMBURSEMEI	41.72	20.86	62.58	4/24/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	329.94	164.97	494.91	4/24/2006	0.00	
	RNT	RENT-BASE	5,254.50	2,441.42	7,695.92	4/24/2006	0.00	
			6,268.32	2,948.33	9,216.65		0.00	
3051	3051	**MS. PAYCHECK INC. #1**						600.00 10/01/2002
	CAM	COMMON AREA MAINT.REI	0.00	110.74	110.74	4/6/2006	0.00	09/30/2006
	INS	INSURANCE REIMBURSEMEI	0.00	34.65	34.65	4/6/2006	0.00	
	SIG	OTHER REIMB.-SIGNAGE	0.00	56.31	56.31	4/6/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	70.14	70.14	4/6/2006	0.00	
	RNT	RENT-BASE	0.00	1,116.46	1,116.46	4/6/2006	0.00	
			0.00	1,388.30	1,388.30		0.00	
3071	3071	**DOS HOMBRES RESTAURANT (SSST)**						4,693.33 07/13/2001
	CAM	COMMON AREA MAINT.REI	0.00	586.36	586.36	4/1/2006	0.00	07/31/2008
	INS	INSURANCE REIMBURSEMEI	0.00	52.60	52.60	4/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	308.26	308.26	4/1/2006	0.00	
	RNT	RENT-BASE	0.00	3,995.14	3,995.14	4/1/2006	0.00	
			0.00	4,942.36	4,942.36		0.00	
3075	3075	**SOLID ROCK**						0.00
	CAM	COMMON AREA MAINT.REI	5,000.00	3,000.00	0.00		8,000.00	
			5,000.00	3,000.00	0.00		8,000.00	
3079	3079	**EBONY BEAUTY SUPPLY**						900.00 08/02/1999
	RNT	RENT-BASE	0.00	4,000.00	4,000.00	4/17/2006	0.00	08/31/2007
			0.00	4,000.00	4,000.00		0.00	
3085	3085	**KEY BANK OF COLORADO**						0.00
	CAM	COMMON AREA MAINT.REI	1,139.18	1,139.18	2,278.36	4/1/2006	0.00	
			1,139.18	1,139.18	2,278.36		0.00	

Activity Reconciliation Report

4/1/2006 to 4/30/2006

Property : Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
3105	3105	KOHNAMI JAPANESE RESTAURANT						0.00
								04/01/2003
	CAM	COMMON AREA MAINT.REI	0.00	294.00	294.00	4/6/2006	0.00	07/31/2006
	INS	INSURANCE REIMBURSEMEI	0.00	21.26	21.26	4/6/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	147.51	147.43	4/6/2006	0.08	
	RNT	RENT-BASE	0.00	1,429.17	1,429.17	4/6/2006	0.00	
			0.00	1,891.94	1,891.86		0.08	
7-3107	3107	SMCP CORP.DBA MAIL BOXES#2642						1,500.00
								06/01/2000
	CAM	COMMON AREA MAINT.REI	0.00	228.98	228.98	4/3/2006	0.00	05/31/2005
	INS	INSURANCE REIMBURSEMEI	0.00	19.37	19.37	4/3/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	119.81	119.81	4/3/2006	0.00	
	RNT	RENT-BASE	0.00	1,740.00	1,740.00	4/3/2006	0.00	
			0.00	2,108.16	2,108.16		0.00	
3109	3109	ONE $ DEPOT						1,600.00
								01/04/1995
	CAM	COMMON AREA MAINT.REI	0.00	274.04	0.00		274.04	02/28/2006
	INS	INSURANCE REIMBURSEMEI	0.00	20.48	0.00		20.48	
	TAX	PROPERTY TAX REIMBURSE	0.00	142.09	0.00		142.09	
	RNT	RENT-BASE	1,081.57	2,360.00	0.00		3,441.57	
			1,081.57	2,796.61	0.00		3,878.18	
3117	3117	ITS ALL GOOD SOUL FOOD						1,360.00
								08/01/2005
	CAM	COMMON AREA MAINT.REI	286.94	286.94	0.00		573.88	10/31/2008
	INS	INSURANCE REIMBURSEMEI	12.41	12.41	0.00		24.82	
	TAX	PROPERTY TAX REIMBURSE	68.24	68.24	0.00		136.48	
	RNT	RENT-BASE	641.77	904.75	0.00		1,546.52	
			1,009.36	1,272.34	0.00		2,281.70	
-3119	3119	JUST BRAIDS						750.00
								09/01/2005
	RNT	RENT-BASE	0.00	750.00	0.00		750.00	08/31/2006
			0.00	750.00	0.00		750.00	
3123	3123	H & R BLOCK ENT.,INC. (OO1)						0.00
								10/10/1994
	CAM	COMMON AREA MAINT.REI	0.00	262.44	262.44	4/1/2006	0.00	04/30/2006
	INS	INSURANCE REIMBURSEMEI	0.00	18.74	18.74	4/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	135.65	135.65	4/1/2006	0.00	
	RNT	RENT-BASE	0.00	1,833.57	1,833.57	4/1/2006	0.00	
			0.00	2,250.40	2,250.40		0.00	
3205	3205	CARPET CLEARANCE WAREHOUSE						0.00
	CAM	COMMON AREA MAINT.REI	0.00	1,206.06	1,206.06	4/4/2006	0.00	
	MIS	MISCELLANEOUS	0.00	200.00	200.00	4/17/2006	0.00	
			0.00	1,406.06	1,406.06		0.00	
3215	3215	ADVENTURES IN BARBEQUE						2,000.00
								11/01/2005

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

4/1/2006 to 4/30/2006

y: Q.C.G.RECV'R MISSION TRACE
3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

ef. Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
CAM	COMMON AREA MAINT.REI	1,020.60	0.00	0.00		1,020.60	02/28/2011
INS	INSURANCE REIMBURSEMEI	37.89	0.00	0.00		37.89	
TAX	PROPERTY TAX REIMBURSE	215.55	0.00	0.00		215.55	
		1,274.04	0.00	0.00		1,274.04	
3217	**KING'S ONE HOUR CLEANERS**						0.00 12/01/1990
CAM	COMMON AREA MAINT.REI	281.29	281.29	-281.29	4/25/2006	843.87	01/31/2007
INS	INSURANCE REIMBURSEMEI	19.85	19.85	-19.85	4/25/2006	59.55	
TAX	PROPERTY TAX REIMBURSE	145.28	145.28	-9.71	4/25/2006	300.27	
RNT	RENT-BASE	3,116.48	2,362.73	-1,414.15	4/25/2006	6,893.36	
		3,562.90	2,809.15	-1,725.00		8,097.05	
3219	**TERI TERIYAKI**						0.00 07/01/2003
CAM	COMMON AREA MAINT.REI	0.00	245.18	0.00		245.18	06/30/2008
INS	INSURANCE REIMBURSEMEI	0.00	20.14	0.00		20.14	
TAX	PROPERTY TAX REIMBURSE	0.00	128.00	0.00		128.00	
RNT	RENT-BASE	0.00	1,771.67	0.00		1,771.67	
		0.00	2,164.99	0.00		2,164.99	
3223	**GROWING YEARS ACADEMY**						0.00 05/10/1991
CAM	COMMON AREA MAINT.REI	0.00	835.67	0.00		835.67	12/31/2006
INS	INSURANCE REIMBURSEMEI	0.00	51.14	0.00		51.14	
TAX	PROPERTY TAX REIMBURSE	0.00	427.83	0.00		427.83	
RNT	RENT-BASE	1,510.12	4,625.78	0.00		6,135.90	
		1,510.12	5,940.42	0.00		7,450.54	
3255	**KENTUCKY FRIED CHICKEN #451**						0.00
CAM	COMMON AREA MAINT.REI	0.00	235.65	0.00		235.65	
INS	INSURANCE REIMBURSEMEI	0.00	3.61	0.00		3.61	
TAX	PROPERTY TAX REIMBURSE	0.00	1.29	0.00		1.29	
		0.00	240.55	0.00		240.55	
3273	**PIONEER MILITARY LENDING,INC.**						1,048.00 11/18/1988
CAM	COMMON AREA MAINT.REI	0.00	263.11	263.11	4/1/2006	0.00	05/31/2007
INS	INSURANCE REIMBURSEMEI	0.00	17.91	17.91	4/1/2006	0.00	
TAX	PROPERTY TAX REIMBURSE	0.00	137.96	137.96	4/1/2006	0.00	
RNT	RENT-BASE	-4.00	2,420.00	2,417.00	4/1/2006	-1.00	
		-4.00	2,838.98	2,835.98		-1.00	
3279	**ACE CASH EXPRESS,INC #114**						500.00 06/30/2005
CAM	COMMON AREA MAINT.REI	94.76	94.76	189.52	4/21/2006	0.00	06/30/2009
INS	INSURANCE REIMBURSEMEI	9.44	9.44	18.88	4/21/2006	0.00	
TAX	PROPERTY TAX REIMBURSE	50.27	50.27	100.54	4/21/2006	0.00	
RNT	RENT-BASE	826.81	826.81	1,653.62	4/21/2006	0.00	
		981.28	981.28	1,962.56		0.00	

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

4/1/2006 to 4/30/2006

Property: Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
3281	3281	NAIL DESIGN 2						823.00 07/16/1998
	CAM	COMMON AREA MAINT.REIM	0.00	192.64	0.00		192.64	08/31/2008
	INS	INSURANCE REIMBURSEMEI	0.00	12.78	0.00		12.78	
	TAX	PROPERTY TAX REIMBURSE	0.00	99.10	0.00		99.10	
	RNT	RENT-BASE	415.20	1,303.08	0.00		1,718.28	
			415.20	1,607.60	0.00		2,022.80	
7-3283	3283	PATRIOT LOAN CO.						767.08 09/12/1996
	CAM	COMMON AREA MAINT.REIM	0.00	151.24	151.24	4/1/2006	0.00	09/30/2006
	INS	INSURANCE REIMBURSEMEI	0.00	12.87	12.87	4/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	79.17	79.17	4/1/2006	0.00	
	RNT	RENT-BASE	0.00	1,241.58	1,241.58	4/1/2006	0.00	
			0.00	1,484.86	1,484.86		0.00	
7-3287	3287	GOODYEAR FACILITY #4068						0.00 08/30/1985
	RNT	RENT-BASE	0.00	4,000.00	4,000.00	4/1/2006	0.00	03/31/2009
			0.00	4,000.00	4,000.00		0.00	
pperty Totals :								18,041.41
RNT RENT-BASE			15,042.45	40,293.47	32,679.62		22,656.30	
CAM COMMON AREA MAINT.REIMB.			8,464.93	10,151.73	6,395.13		12,221.53	
INS INSURANCE REIMBURSEMENT			121.31	360.49	251.39		230.41	
TAX PROPERTY TAX REIMBURSEMENT			809.28	2,300.23	1,658.82		1,450.69	
SIG OTHER REIMB.-SIGNAGE			0.00	56.31	56.31		0.00	
MIS MISCELLANEOUS			0.00	200.00	200.00		0.00	
			24,437.97	53,362.23	41,241.27		36,558.93	

Delinquency / Aging Report (Detailed)

roperty : Q.C.G.RECV'R MISSION as of 04/30/2006
27 TRACE

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
URR	3009	KOZANS BARBER SHOP	1,000.00	400.00	400.00			
		CHARGE CODE / CHARGE DESCRIPTION / CHARGE DATE						
		RNT RENT - BASE 04/01/2006			400.00			
URR	3075	SOLID ROCK .	0.00	8,000.00	3,000.00	3,000.00	2,000.00	
		CHARGE CODE / CHARGE DESCRIPTION / CHARGE DATE						
		CAM COMMON AREA MAINT. REIMB. 02/01/2006					2,000.00	
		CAM COMMON AREA MAINT. REIMB. 03/01/2006				3,000.00		
		CAM COMMON AREA MAINT. REIMB. 04/01/2006			3,000.00			
RR	3105	KOHNAMI JAPANESE RESTAURANT	0.00	0.08	0.08			
	Contact :	Ki duk Hwang						
		CHARGE CODE / CHARGE DESCRIPTION / CHARGE DATE						
		TAX PROPERTY TAX REIMBURSEMENT 04/01/2006			0.08			
RR	3109	ONE $ DEPOT	1,600.00	3,878.18	2,796.61	1,081.57		
	Contact :	Abdulla Al Hadad						
		CHARGE CODE / CHARGE DESCRIPTION / CHARGE DATE						
		RNT RENT-BASE 03/01/2006				1,081.67		
		RNT RENT-BASE 03/15/2006				(0.10)		
		CAM COMMON AREA MAINT. REIMB. 04/01/2006			274.04			
		INS INSURANCE REIMBURSEMENT 04/01/2006			20.48			
		RNT RENT - BASE 04/01/2006			2,360.00			
		TAX PROPERTY TAX REIMBURSEMENT 04/01/2006			142.09			
URR	3117	ITS ALL GOOD SOUL FOOD	1,360.00	2,281.70	1,272.34	1,272.34	(87.66)	(175.32)
	Contact :	Gregory & Sheryl Burns						
		CHARGE CODE / CHARGE DESCRIPTION / CHARGE DATE						
		RNT RENT - BASE 12/12/2005						(87.66)
		RNT RENT-BASE 01/19/2006						(87.66)
		RNT RENT-BASE 02/13/2006					(87.66)	
		CAM COMMON AREA MAINT. REIMB. 03/01/2006				286.94		
		INS INSURANCE REIMBURSEMENT 03/01/2006				12.41		
		RNT RENT - BASE 03/01/2006				904.75		
		TAX PROPERTY TAX REIMBURSEMENT 03/01/2006				68.24		
		CAM COMMON AREA MAINT. REIMB. 04/01/2006			286.94			
		INS INSURANCE REIMBURSEMENT 04/01/2006			12.41			
		RNT RENT - BASE 04/01/2006			904.75			
		TAX PROPERTY TAX REIMBURSEMENT 04/01/2006			68.24			

Delinquency / Aging Report (Detailed)

Property : Q.C.G.RECV'R MISSION as of 04/30/2006
27 TRACE

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
CURR	3119	JUST BRAIDS	750.00	750.00	750.00			
	Contact :	Allan McLeudon, Jr.						
	CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
	RNT	RENT - BASE	04/01/2006		750.00			
RR	3215	ADVENTURES IN BARBEQUE	2,000.00	1,274.04			424.68	849.36
	Contact :	Michael & Kelly Davis						
	CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
	CAM	COMMON AREA MAINT. REIMB.	12/01/2005					340.20
	INS	INSURANCE REIMBURSEMENT	12/01/2005					12.63
	TAX	PROPERTY TAX REIMBURSEMENT	12/01/2005					71.85
	CAM	COMMON AREA MAINT. REIMB.	01/01/2006					340.20
	INS	INSURANCE REIMBURSEMENT	01/01/2006					12.63
	TAX	PROPERTY TAX REIMBURSEMENT	01/01/2006					71.85
	CAM	COMMON AREA MAINT. REIMB.	02/01/2006				340.20	
	INS	INSURANCE REIMBURSEMENT	02/01/2006				12.63	
	TAX	PROPERTY TAX REIMBURSEMENT	02/01/2006				71.85	
RR	3217	KING'S ONE HOUR CLEANERS	0.00	8,097.05	2,809.15	2,809.15	753.75	1,725.00
	Contact :	Chong S. Hall						
	CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
	RNT	RENT - BASE	12/01/2005					1,414.15
	CAM	COMMON AREA MAINT. REIMB.	01/01/2006					281.29
	INS	INSURANCE REIMBURSEMENT	01/01/2006					19.85
	TAX	PROPERTY TAX REIMBURSEMENT	01/01/2006					9.71
	RNT	RENT - BASE	02/01/2006				753.75	
	CAM	COMMON AREA MAINT. REIMB.	03/01/2006			281.29		
	INS	INSURANCE REIMBURSEMENT	03/01/2006			19.85		
	RNT	RENT - BASE	03/01/2006			2,362.73		
	TAX	PROPERTY TAX REIMBURSEMENT	03/01/2006			145.28		
	CAM	COMMON AREA MAINT. REIMB.	04/01/2006		281.29			
	INS	INSURANCE REIMBURSEMENT	04/01/2006		19.85			
	RNT	RENT - BASE	04/01/2006		2,362.73			
	TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006		145.28			
URR	3219	TERI TERIYAKI	0.00	2,164.99	2,164.99			
	Contact :	Yant Pak						
	CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
	CAM	COMMON AREA MAINT. REIMB.	04/01/2006		245.18			
	INS	INSURANCE REIMBURSEMENT	04/01/2006		20.14			
	RNT	RENT - BASE	04/01/2006		1,771.67			
	TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006		128.00			

Delinquency / Aging Report (Detailed)

Property : Q.C.G.RECV'R MISSION as of 04/30/2006
27 TRACE

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
CURR	3223	GROWING YEARS ACADEMY	0.00	7,450.54	5,940.42	1,510.12		
	Contact :	Adrian & Emma Clarke						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
RNT	RENT - BASE	03/01/2006		1,510.12	
CAM	COMMON AREA MAINT. REIMB.	04/01/2006	835.67		
INS	INSURANCE REIMBURSEMENT	04/01/2006	51.14		
RNT	RENT - BASE	04/01/2006	4,625.78		
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006	427.83		

CURR	3255	KENTUCKY FRIED CHICKEN #451	0.00	240.55	240.55			

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
CAM	COMMON AREA MAINT. REIMB.	04/01/2006	235.65		
INS	INSURANCE REIMBURSEMENT	04/01/2006	3.61		
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006	1.29		

RR	3281	NAIL DESIGN 2	823.00	2,022.80	1,607.60	415.20		

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
RNT	RENT - BASE	03/01/2006		415.20	
CAM	COMMON AREA MAINT. REIMB.	04/01/2006	192.64		
INS	INSURANCE REIMBURSEMENT	04/01/2006	12.78		
RNT	RENT - BASE	04/01/2006	1,303.08		
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006	99.10		

Delinquency / Aging Report (Detailed)

Property : 27 Q.C.G.RECV'R MISSION TRACE

as of 04/30/2006

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
PROPERTY TOTALS			7,533.00	36,559.93	20,981.74	10,088.38	3,090.77	2,399.04

CHARGE CODE	CHARGE DESCRIPTION	CHARGE TOTAL				
INS	INSURANCE REIMBURSEMENT	230.41	140.41	32.26	12.63	45.11
TAX	PROPERTY TAX REIMBURSEMENT	1,450.69	1,011.91	213.52	71.85	153.41
CAM	COMMON AREA MAINT.REIMB.	12,221.53	5,351.41	3,568.23	2,340.20	961.69
RNT	RENT-BASE	22,657.30	14,478.01	6,274.37	666.09	1,238.83

AP Check Register

QUANTUM COMMERCIAL GROUP

Date Range : 4/1/2006 To 4/30/2006 For Cash Account 1

eck	Check Date	Vendor	Vendor Name	Vch #	Invoice Number	Invoice Date	Gross Amount	Discount	Net Amount	Check Amount
00046	04/10/2006	PESAV	PESAVENTO'S PROPERTY	00178	406125	03/27/2006	1,226.50	0.00	1,226.50	
				00179	CREDIT	03/27/2006	-600.00	0.00	-600.00	
			Total for Check Number 000046				626.50	0.00	626.50	626.50
00047	04/10/2006	QUANT	QUANTUM COMMERCIAL GROUP	00177	27-4-06	04/04/2006	2,800.00	0.00	2,800.00	2,800.00
048	04/10/2006	RFM	R.F.M.COMMERCIAL SVCS.	00180	25297	12/31/2005	536.55	0.00	536.55	
				00181	25301	11/30/2005	157.50	0.00	157.50	
			Total for Check Number 000048				694.05	0.00	694.05	694.05
049	04/17/2006	ANDER	ANDERSON,DUDE &LEBEL,P.C.	00182	6506-001M	04/07/2006	953.79	0.00	953.79	953.79
050	04/17/2006	CBC	COLDWELL BANKER	00187	B25728	04/04/2006	43.30	0.00	43.30	43.30
00051	04/17/2006	CITY	CO. SPRINGS UTILITIES	00183	3095682163	04/10/2006	54.53	0.00	54.53	
				00184	4517838358	03/13/2006	21.48	0.00	21.48	
				00188	8854667162	04/10/2006	18.98	0.00	18.98	
				00189	5550519007	04/10/2006	45.21	0.00	45.21	
				00190	5638439974	04/10/2006	419.74	0.00	419.74	
				00191	6296604516	04/10/2006	109.89	0.00	109.89	
				00192	5921386599	04/10/2006	58.74	0.00	58.74	
				00193	5979468247	04/10/2006	66.58	0.00	66.58	
				00194	6999809161	04/10/2006	655.65	0.00	655.65	
				00195	7017374306	04/10/2006	476.82	0.00	476.82	
				00196	7263248190	04/10/2006	61.37	0.00	61.37	
				00197	7868486786	04/10/2006	53.74	0.00	53.74	
				00198	4976703029	04/10/2006	153.43	0.00	153.43	
				00199	5050839019	04/10/2006	346.50	0.00	346.50	
				00200	2969929546	04/10/2006	40.90	0.00	40.90	
				00201	4162398369	04/10/2006	87.90	0.00	87.90	
				00202	4517838358	04/10/2006	139.34	0.00	139.34	
				00203	2150090086	04/10/2006	51.20	0.00	51.20	
				00204	2593554046	04/10/2006	340.22	0.00	340.22	
				00205	1230905268	04/10/2006	277.07	0.00	277.07	
				00206	1430812659	04/10/2006	61.40	0.00	61.40	
				00207	1754518091	04/10/2006	214.05	0.00	214.05	
				00208	1738176228	04/10/2006	17.87	0.00	17.87	
				00209	0391803032	04/10/2006	161.78	0.00	161.78	
			Total for Check Number 000051				3,934.39	0.00	3,934.39	3,934.39
00052	04/17/2006	JOBY	JLG, INC. dba JOBY'S	00185	9603	04/02/2006	400.00	0.00	400.00	400.00
00053	04/17/2006	WASTE	WASTE MANAGEMENT OF	00186	2528-5	04/01/2006	1,094.42	0.00	1,094.42	1,094.42
054	04/24/2006	CITY	CO. SPRINGS UTILITIES	00211	9260174991	04/11/2006	16.66	0.00	16.66	
				00212	7687346764	04/11/2006	40.55	0.00	40.55	
				00213	8199486587	04/11/2006	37.08	0.00	37.08	
				00214	2433009691	04/11/2006	40.06	0.00	40.06	
				00215	2525014940	04/11/2006	310.41	0.00	310.41	
				00216	3714925762	04/11/2006	39.57	0.00	39.57	
				00217	4247375691	04/11/2006	37.08	0.00	37.08	
				00218	1458023902	04/11/2006	55.72	0.00	55.72	
				00219	0278421560	04/11/2006	44.24	0.00	44.24	
				00220	3063157326	04/14/2006	42.91	0.00	42.91	
				00222	8075281965	04/11/2006	65.41	0.00	65.41	

AP Check Register

QUANTUM COMMERCIAL GROUP

Date Range : 4/1/2006 To 4/30/2006 For Cash Account 1

Check	Check Date	Vendor	Vendor Name	Vch #	Invoice Number	Invoice Date	Gross Amount	Discount	Net Amount	Check Amount
			Total for Check Number 000054				729.69	0.00	729.69	729.69
000055	04/24/2006	PESAV	PESAVENTO'S PROPERTY	00221	406121	03/25/2006	600.00	0.00	600.00	600.00
000056	04/24/2006	QUANT	QUANTUM COMMERCIAL GROUP	00210	27-4-06	04/17/2006	340.07	0.00	340.07	340.07
Cash Account 1 Totals							**12,216.21**	**0.00**	**12,216.21**	**12,216.21**
Property/Company Totals for			**QUANTUM COMMERCIAL GROUP**				**12,216.21**	**0.00**	**12,216.21**	**12,216.21**

AP Expense Distribution

27 - QUANTUM COMMERCIAL GROUP

For Cash Account : All
From Earliest To 4/30/2006

GL Account Vchr	Vendor	Description	Invoice No.	Check No.	Amount	Account Total
6110-0000 6110 Utility-Electricity						
00183	CITY - CO. SPRINGS UTILITIES	#3215-A+B 03/10-04/10	3095682163	000051	54.53	
00189	CITY - CO. SPRINGS UTILITIES	#3113 03/10-04/10	5550519007	000051	17.56	
00190	CITY - CO. SPRINGS UTILITIES	#3105 HSE 03/10-04/10	5638439974	000051	419.74	
00192	CITY - CO. SPRINGS UTILITIES	#3269 03/10-04/10	5921386599	000051	19.84	
00193	CITY - CO. SPRINGS UTILITIES	#3265 03/10-04/10	5979468247	000051	36.52	
00196	CITY - CO. SPRINGS UTILITIES	#3285-B 03/10-04/10	7263248190	000051	17.64	
00197	CITY - CO. SPRINGS UTILITIES	#3275 03/10-04/10	7868486786	000051	24.48	
00198	CITY - CO. SPRINGS UTILITIES	#3001 03/10-04/10	4976703029	000051	67.91	
00199	CITY - CO. SPRINGS UTILITIES	#3265 HSE 03/10-04/10	5050839019	000051	346.50	
00200	CITY - CO. SPRINGS UTILITIES	#3121 03/10-04/10	2969929546	000051	20.48	
00201	CITY - CO. SPRINGS UTILITIES	#3035 03/10-04/10	4162398369	000051	65.07	
00203	CITY - CO. SPRINGS UTILITIES	#3285-A 03/10-04/10	2150090086	000051	23.55	
00204	CITY - CO. SPRINGS UTILITIES	#3075 HSE 03/10-04/10	2593554046	000051	340.22	
00205	CITY - CO. SPRINGS UTILITIES	#3205 HSE 03/10-04/10	1230905268	000051	277.07	
00208	CITY - CO. SPRINGS UTILITIES	#3233 03./10-04/10	1738176228	000051	17.87	
00209	CITY - CO. SPRINGS UTILITIES	#3001 HSE 03/10-04/10	0391803032	000051	161.78	
00211	CITY - CO. SPRINGS UTILITIES	#3275 03/10-04/10	9260174991	000054	16.66	
00212	CITY - CO. SPRINGS UTILITIES	#3055 03/10-04/10	7687346764	000054	20.13	
00213	CITY - CO. SPRINGS UTILITIES	#3025 03/10-04/10	8199486587	000054	16.66	
00214	CITY - CO. SPRINGS UTILITIES	#3111 03/10-04/10	2433009691	000054	19.64	
00215	CITY - CO. SPRINGS UTILITIES	#3077 03/10-04/10	2525014940	000054	223.30	
00216	CITY - CO. SPRINGS UTILITIES	#3013 03/10-04/10	3714925762	000054	19.15	
00217	CITY - CO. SPRINGS UTILITIES	#3023 03/10-04/10	4247375691	000054	16.66	
00218	CITY - CO. SPRINGS UTILITIES	#3015 03/10-04/10	1458023902	000054	35.30	
00219	CITY - CO. SPRINGS UTILITIES	#3231-B 03/10-04/10	0278421560	000054	23.82	
00222	CITY - CO. SPRINGS UTILITIES	#3117 03/30-04/10	8075281965	000054	$64.03	$2,366.11
6130-0000 6130 Utility-Gas						
00184	CITY - CO. SPRINGS UTILITIES	#3214-B 03/03-03/10	4517838358	000051	21.48	
00189	CITY - CO. SPRINGS UTILITIES	#3113 03/10-04/10	5550519007	000051	27.65	
00192	CITY - CO. SPRINGS UTILITIES	#3269 03/10-04/10	5921386599	000051	38.90	
00193	CITY - CO. SPRINGS UTILITIES	#3265 03/10-04/10	5979468247	000051	30.06	
00196	CITY - CO. SPRINGS UTILITIES	#3285-B 03/10-04/10	7263248190	000051	43.73	
00197	CITY - CO. SPRINGS UTILITIES	#3275 03/10-04/10	7868486786	000051	29.26	
00198	CITY - CO. SPRINGS UTILITIES	#3001 03/10-04/10	4976703029	000051	85.52	
00200	CITY - CO. SPRINGS UTILITIES	#3121 03/10-04/10	2969929546	000051	20.42	
00201	CITY - CO. SPRINGS UTILITIES	#3035 03/10-04/10	4162398369	000051	22.83	
00202	CITY - CO. SPRINGS UTILITIES	#3215-B 03/10-04/10	4517838358	000051	139.34	
00203	CITY - CO. SPRINGS UTILITIES	#3285-A 03/10-04/10	2150090086	000051	27.65	
00206	CITY - CO. SPRINGS UTILITIES	#3233-C 03/10-04/10	1430812659	000051	61.40	
00212	CITY - CO. SPRINGS UTILITIES	#3055 03/10-04/10	7687346764	000054	20.42	
00213	CITY - CO. SPRINGS UTILITIES	#3025 03/10-04/10	8199486587	000054	20.42	
00214	CITY - CO. SPRINGS UTILITIES	#3111 03/10-04/10	2433009691	000054	20.42	
00215	CITY - CO. SPRINGS UTILITIES	#3077 03/10-04/10	2525014940	000054	87.11	
00216	CITY - CO. SPRINGS UTILITIES	#3013 03/10-04/10	3714925762	000054	20.42	
00217	CITY - CO. SPRINGS UTILITIES	#3023 03/10-04/10	4247375691	000054	20.42	
00218	CITY - CO. SPRINGS UTILITIES	#3015 03/10-04/10	1458023902	000054	20.42	
00219	CITY - CO. SPRINGS UTILITIES	#3231-B 03/10-04/10	0278421560	000054	20.42	
00222	CITY - CO. SPRINGS UTILITIES	#3117 03/30-04/10	8075281965	000054	$1.38	$779.67
6140-0000 6140 Utility-Water/Sewer						
00188	CITY - CO. SPRINGS UTILITIES	#3085 SPKG 03/10-04/10	8854667162	000051	18.98	
00191	CITY - CO. SPRINGS UTILITIES	#3265 HSE 03/10-04/10	6296604516	000051	109.89	
00194	CITY - CO. SPRINGS UTILITIES	#3205 HSE 03/10-04/10	6999809161	000051	655.65	

AP Expense Distribution

27 - QUANTUM COMMERCIAL GROUP

For Cash Account : All
From Earliest To 4/30/2006

GL Account / Vchr	Vendor	Description	Invoice No.	Check No.	Amount	Account Total
00195	CITY - CO. SPRINGS UTILITIES	#3001 HSB 03/10-04/10	7017374306	000051	476.82	
00207	CITY - CO. SPRINGS UTILITIES	#3105 HSE 03/10-04/10	1754518091	000051	214.05	
00220	CITY - CO. SPRINGS UTILITIES	#3075 HSE 03/10-04/10	3063157326	000054	$42.91	$1,518.30
6230-0000 6230 Maint. Contract Svcs						
00180	RFM - R.F.M.COMMERCIAL SVCS.	DECEMBER SERVICE	25297	000048	536.55	
00181	RFM - R.F.M.COMMERCIAL SVCS.	NOVEMBER SERVICE	25301	000048	$157.50	$694.05
6450-0000 6450 Parking Lot-Sweeping						
00185	JOBY - JLG, INC. dba JOBY'S	APRIL SWEEPING SERV.	9603	000052	$400.00	$400.00
6550-0000 6550 Snow Removal						
00178	PESAV - PESAVENTO'S PROPERTY	SNOW REMOVAL 03/20-21	406125	000046	1,226.50	
00179	PESAV - PESAVENTO'S PROPERTY	CREDIT FOR MARCH	CREDIT	000046	(600.00)	
00221	PESAV - PESAVENTO'S PROPERTY	MARCH SNOW REMOVAL	406121	000055	$600.00	$1,226.50
6560-0000 6560 Trash Removal						
00186	WASTE - WASTE MANAGEMENT OF	APRIL SERVICE	2528-5	000053	$1,094.42	$1,094.42
7110-0000 7110 Property Mgmt. Fees						
00177	QUANT - QUANTUM COMMERCIAL GRO	APRIL MGMT. FEE	27-4-06	000047	$2,800.00	$2,800.00
7130-0000 7130 Misc. Admin. Costs						
00187	CBC - COLDWELL BANKER	XEROX-POSTAGE REIMB.MAR.	B25728	000050	$43.30	$43.30
7160-0000 7160 Office Sup./Postage						
00210	QUANT - QUANTUM COMMERCIAL GRO	NOV.-APRIL'06 BILLBACKS	27-4-06	000056	$340.07	$340.07
9350-0000 9350 Legal						
00182	ANDER - ANDERSON,DUDE &LEBEL,P.C	MARCH SERVICES	6506-001M	000049	$953.79	$953.79
					Distribution Total	**$12,216.21**

Account Summary

Account	Account Description	Debit	Credit
6110-0000	6110 Utility-Electricity	2,366.11	
6130-0000	6130 Utility-Gas	779.67	
6140-0000	6140 Utility-Water/Sewer	1,518.30	
6230-0000	6230 Maint. Contract Svcs	694.05	
6450-0000	6450 Parking Lot-Sweeping	400.00	
6550-0000	6550 Snow Removal	1,226.50	
6560-0000	6560 Trash Removal	1,094.42	
7110-0000	7110 Property Mgmt. Fees	2,800.00	
7130-0000	7130 Misc. Admin. Costs	43.30	
7160-0000	7160 Office Sup./Postage	340.07	
9350-0000	9350 Legal	953.79	
1020-0000	CASH - CHECKING		12,216.21
		12,216.21	12,216.21

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held
-3001	VACANT	0.00	8,800	0.00/yr 0.00/mth			0.00
27-3009	KOZANS BARBER SHOP	550.00	800	8.25/yr 0.69/mth	11/01/05	10/31/06	1,000.00
7-3013	VACANT	0.00	1,261	0.00/yr 0.00/mth			0.00
27-3015	VACANT	0.00	1,800	0.00/yr 0.00/mth			0.00
-3023	VACANT	0.00	1,550	0.00/yr 0.00/mth			0.00
27-3025	VACANT	0.00	1,640	0.00/yr 0.00/mth			0.00
-3027	KOONTZ CHIROPRACTIC	0.00	1,500	0.00/yr 0.00/mth	9/01/01	8/31/06	0.00
7-3029	PLANNED PARENTHOOD	621.31	1,240	6.01/yr 0.50/mth	10/20/94	3/31/08	500.00
-3031	KOONTZ CHIROPRACTIC	2,441.42	1,240	23.63/yr 1.97/mth	9/04/94	8/31/06	0.00
-3035A	VACANT	0.00	5,000	0.00/yr 0.00/mth			0.00
-3035B	VACANT	0.00	5,000	0.00/yr 0.00/mth			0.00
-3051	MS. PAYCHECK INC. #1	1,116.46	1,165	11.50/yr 0.96/mth	10/01/02	9/30/06	600.00
7-3055	VACANT	0.00	1,238	0.00/yr 0.00/mth			0.00
-3069	FAMILY DOLLAR #1423	0.00	7,320	0.00/yr 0.00/mth	10/21/94	12/31/09	0.00
7-3071	DOS HOMBRES RESTAURANT (SSST)	3,995.14	5,120	9.36/yr 0.78/mth	7/13/01	7/31/08	4,693.33
-3075	SOLID ROCK	0.00	50,400	0.00/yr 0.00/mth			0.00
7-3077	VACANT	0.00	21,942	0.00/yr 0.00/mth			0.00
3079	EBONY BEAUTY SUPPLY	4,000.00	8,058	5.96/yr 0.50/mth	8/02/99	8/31/07	900.00
7-3085	KEY BANK OF COLORADO	0.00	13,579	0.00/yr 0.00/mth			0.00
3105	KOHNAMI JAPANESE RESTAURANT	1,429.17	2,450	7.00/yr 0.58/mth	4/01/03	7/31/06	0.00
3107	SMCP CORP.DBA MAIL BOXES#2642	1,740.00	1,990	10.49/yr 0.87/mth	6/01/00	5/31/05	1,500.00
3109	ONE $ DEPOT	2,360.00	2,360	12.00/yr 1.00/mth	1/04/95	2/28/06	1,600.00
3111	VACANT	0.00	731	0.00/yr 0.00/mth			0.00
-3113	VACANT	0.00	3,000	0.00/yr 0.00/mth			0.00
3117	ITS ALL GOOD SOUL FOOD	904.75	1,551	7.00/yr 0.58/mth	8/01/05	10/31/08	1,360.00
-3119	JUST BRAIDS	750.00	1,600	5.63/yr 0.47/mth	9/01/05	8/31/06	750.00
3121	VACANT	0.00	1,600	0.00/yr 0.00/mth			0.00
-3123	H & R BLOCK ENT.,INC. (001)	1,833.57	2,253	9.77/yr 0.81/mth	10/10/94	4/30/06	0.00

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held
[redacted]-3125	VACANT	0.00	58,258	0.00/yr 0.00/mth			0.00
27-3205	CARPET CLEARANCE WAREHOUSE	0.00	14,400	0.00/yr 0.00/mth			0.00
[redacted]-3215	ADVENTURES IN BARBEQUE	0.00	1,633	0.00/yr 0.00/mth	11/01/05	2/28/11	2,000.00
27-3217	KING'S ONE HOUR CLEANERS	2,362.73	2,413	11.75/yr 0.98/mth	12/01/90	1/31/07	0.00
[redacted]-3219	TERI TERIYAKI	1,771.67	2,126	10.00/yr 0.83/mth	7/01/03	6/30/08	0.00
[redacted]-3223	GROWING YEARS ACADEMY	4,625.78	7,106	7.81/yr 0.65/mth	5/10/91	12/31/06	0.00
[redacted]-3231B	VACANT	0.00	1,010	0.00/yr 0.00/mth			0.00
[redacted]-3233	VACANT	0.00	1,325	0.00/yr 0.00/mth			0.00
27-3255	KENTUCKY FRIED CHICKEN #451	0.00	2,980	0.00/yr 0.00/mth			0.00
[redacted]-3265	VACANT	0.00	4,000	0.00/yr 0.00/mth			0.00
27-3269	VACANT	0.00	785	0.00/yr 0.00/mth			0.00
[redacted]-3273	PIONEER MILITARY LENDING,INC.	2,420.00	2,420	12.00/yr 1.00/mth	11/18/88	5/31/07	1,048.00
27-327312	PIONEER MILITARY LENDING INC.	0.00	0	0.00/yr 0.00/mth			0.00
[redacted]-3275	VACANT	0.00	1,511	0.00/yr 0.00/mth			0.00
27-3279	ACE CASH EXPRESS,INC #114	826.81	835	11.88/yr 0.99/mth	6/30/05	6/30/09	500.00
[redacted]-3281	NAIL DESIGN 2	1,303.08	1,646	9.50/yr 0.79/mth	7/16/98	8/31/08	823.00
27-3283	PATRIOT LOAN CO.	1,241.58	1,315	11.33/yr 0.94/mth	9/12/96	9/30/06	767.08
[redacted]-3285	VACANT	0.00	880	0.00/yr 0.00/mth			0.00
[redacted]-3285A	VACANT	0.00	2,090	0.00/yr 0.00/mth			0.00
[redacted]-3287	GOODYEAR FACILITY #4068	4,000.00	6,211	7.73/yr 0.64/mth	8/30/85	3/31/09	0.00

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held

PROPERTY TOTALS :

Total Occupied Rents	40,293.47
Total Vacant Rents	0.00
Total Gross Rents	40,293.47
Total Square Footage	269,132
Average Rent/Sq. Ft. /Yr.	1.80
Average Rent/Sq. Ft. /Mth	0.15
Total Security Deposits	18,041.41

Percentage of Occupied Units

Total Occupied Units	28
Total Vacant Units	20
Total Units	48
Percentage Occupied	58%

Percentage of Occupied Sq. Feet

Total Occupied Sq. Feet	145,711
Total Vacant Sq. Feet	123,421
Total Square Footage	269,132
Percentage Occupied	54%

June 16, 2006

Grubb & Ellis | Quantum Commercial Group as Receiver
Attn: Gregory Nyquist
101 N. Cascade Ave. #200
Colorado Springs, CO 80903

RE: Receivership Case Number: 05CV4176
Mission Trace Shopping Center May Operating Reports

Dear Greg:

Attached is the May Operating Report for the Mission Trace Buildings consisting of the following:

- Income Statement
- Balance Sheet
- Reconciliation of Cash, Liabilities and Equity
- Cash Journal
- Activity Reconciliation Report
- Aging Report
- Accounts Payable Expense Distribution Report
- Check Register
- Current Rent Roll
- Bank Statement/Reconciliation

I. COMMENTS TO FINANCIAL REPORTS:

This represents the sixth Operating Report for Mission Trace Shopping Center since the appointment of the Quantum Commercial Group receivership on November 10, 2005. Security Deposits were transferred to the receivership from the borrower in the amount of $20,374.74.

Revenue exceeded Expenses in May resulting in a positive cash flow for the month. Base Rental Income for the month equaled $33,540.53. Expense Reimbursement Income received totaled $9,422.65; Interest Income equaled $7.84 and Sign Rental Income was $56.31. Total Operating Expenses were $13,536.49 during May. There were Extraordinary Expenses of $1,309.00 in Legal Fees and $2,882.50 in Architect Fees for the floor plan drawings.

Net cash flow for the month was $25,299.34.

We're continuing our work to finalize the rent roll that was provided so that it properly reflects the property income and (2) get legal documents for each of the out parcels to properly understand the obligations of the receivership for each of those parcels and the income those parcels will generate for the services provided. In particular, we continue to research the King Soopers space and the Solid Rock space. The delinquency list has more entries on it than we like to see but we're working to make contact with each tenant to reduce delinquencies. In April, more aggressive action was taken and five accounts were turned over to a collection attorney, Dennis Rupp. Two tenants brought their accounts current. Of the three other collection efforts, Its All Good Soul Food has agreed to a payment plan, Adventures in Barbeque has not responded and a Money Demand Lawsuit has been filed (copy attached) and, for now, we're accepting periodic payments from King's One Hour Cleaners.

From May operations and accumulated cash flows, there were no distributions made. The checking account has a current balance at the end of May of $139,972.84. $60,500 of that money is earmarked for the second half taxes due on the property in June.

The security deposits in the amount of $20,374.74 that were transferred to us from the previous manager have been placed in a separate account.

II. PROPERTY AND TENANT ADMINISTRATION:

- As per the Receivership Order, we obtained a videotaped record of the condition of the vacancies.
- Our continuing efforts to improve the appearance and safety of the property are ongoing with more frequent trash pickup of the grounds, continual replacement of exterior light bulbs, parking lot sweeping and prompt repair of broken windows, etc.
- Growing Years Academy and One $ Depot wish to extend their leases and Nail Design2 has requested a lower rent rate in order to stay open for business. We submitted a formal Motion to Approve Leases to the court. On May 8th, we finally received a response from the Court approving the Lease modifications. Subsequently, renewals for H&R Block and a new lease for Suite 3117 were approved by the Court.
- We have responded to roof leaks as they have been reported to us from affected tenants.
- There are actually five businesses that adjoin the subject Real Estate but are not on property owned by the borrower. Those businesses rely on Mission Trace to provide various services and in return, pay for those services independent of the leases at the property. Those businesses include Key Bank, KFC, Carpet Clearance Warehouse, Solid Rock Church, and the King Sooper's vacancy. We now have copies of the written service agreements for each business except Solid Rock Church. The Solid Rock Church space has been foreclosed on.
- Enclosed is an article explaining the new Stormwater Enterprise established by Colorado Springs City Council. Essentially, the enterprise was approved in order to fund and improve the deteriorated and aging stormwater/drainage systems that exist throughout the City. Beginning in the first quarter of 2007, all property owners will receive quarterly bills, separate from the usual utility bill, for a calculated portion of water that drains from the properties' impervious surfaces. Around August 2006, the City will notify each property owner of their amount due so that we will know exactly how to budget for 2007 and forward. As an example of the fees to be expected, the proposed rate for 2,200 SF of impervious area would be $5.81 per month. As with other utility expenses, this expense will be passed along to the building tenants.

PROPERTY EXPENSES

- Property Expenses included utility costs and other costs necessary to maintain the property. Property Management fees included fees billed for May. Legal fees were fees incurred by the receivership.

Please call if you have any questions regarding the May Operating Report.

Sincerely,

Grubb & Ellis | Quantum Commercial Group

Aimee Alderson, CPM® Candidate
Property Manager

Cc: Matt Craddock, Lenard Rioth, Clerk of Court - Mary Perry, Mission Trace Kim, LLC, William Slamkowski

COLDWELL BANKER COMM-R.E.S.I.

Cash Journal

Property : Q.C.G.RECV'R MISSION TRACE

5/1/2006 thru 5/31/2006

Unit Ref. Number	Name	Type	Description	Date Received	Amount
27-3029	PLANNED PARENTHOOD	CASH	Pymt. Batch 603 Check 176204	5/02/06	850.72
27-3031	KOONTZ CHIROPRACTIC	CASH	Pymt. Batch 606 Check 28895289	5/08/06	2,948.33
27-3051	MS. PAYCHECK INC. #1	CASH	Pymt. Batch 606 Check 10279	5/05/06	1,388.30
27-3071	DOS HOMBRES RESTAURANT (SSST)	CASH	Pymt. Batch 605 Check 4989	5/01/06	4,942.36
27-3079	EBONY BEAUTY SUPPLY	CASH	Pymt. Batch 672 Check 3215	5/10/06	4,000.00
27-3085	KEY BANK OF COLORADO	CASH	Pymt. Batch 603 Check 18890932	5/01/06	1,139.18
27-3105	KOHNAMI JAPANESE RESTAURANT	CASH	Pymt. Batch 095 Check 2079	5/12/06	1,891.84
27-3107	SMCP CORP.DBA MAIL BOXES#2642	CASH	Pymt. Batch 605 Check 2055	5/01/06	2,108.16
27-3109	ONE $ DEPOT	CASH	Pymt. Batch 605 Check 1973	5/01/06	1,715.04
		CASH	Pymt. Batch 221 Check 1056	5/24/06	1,715.04
27-3123	H & R BLOCK ENT.,INC. (001)	CASH	Pymt. Batch 603 Check 1239741	5/01/06	2,250.40
27-3205	CARPET CLEARANCE WAREHOUSE	CASH	Pymt. Batch 606 Check 30414	5/02/06	1,206.06
27-3217	KING'S ONE HOUR CLEANERS	CASH	Pymt. Batch 606 Check 2612	5/05/06	500.00
		CASH	Pymt. Batch 606 Check 28895288	5/05/06	2,500.00
27-3219	TERI TERIYAKI	CASH	Pymt. Batch 603 Check 1942	5/01/06	2,164.99
27-3255	KENTUCKY FRIED CHICKEN #451	CASH	Pymt. Batch 226 Check 979366	5/25/06	481.10
27-3273	PIONEER MILITARY LENDING,INC.	CASH	Pymt. Batch 603 Check 218707	5/01/06	2,835.98
27-3279	ACE CASH EXPRESS,INC #114	CASH	Pymt. Batch 603 Check 580401	5/01/06	981.28
27-3281	NAIL DESIGN 2	CASH	Pymt. Batch 222 Check 2119	5/24/06	1,915.85
27-3283	PATRIOT LOAN CO.	CASH	Pymt. Batch 603 Check 715401	5/01/06	1,484.86
27-3287	GOODYEAR FACILITY #4068	CASH	Pymt. Batch 603 Check 1796828	5/01/06	4,000.00
					43,019.49

PROPERTY TOTALS:

Total Checks and Cash Received	43,019.49
Total Checks Removed	0.00
Total Overpayment Refunds	0.00
Total NSF Checks	0.00
Deposit Refunds	0.00

TOTAL CHECKS AND CASH RECEIVED :

	Chrg Code	Total Amount
COMMON AREA MAINT.REIME	CAM	7,012.74
INSURANCE REIMBURSEMENT	INS	353.66
RENT-BASE	RNT	33,540.53
OTHER REIMB.-SIGNAGE	SIG	56.31
PROPERTY TAX REIMBURSEM	TAX	2,056.25
	Total	43,019.49

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

5/1/2006 to 5/31/2006

Property : Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
7-3009	3009	KOZANS BARBER SHOP						1,000.00
								11/01/2005
	RNT	RENT-BASE	400.00	550.00	0.00		950.00	10/31/2006
			400.00	550.00	0.00		950.00	
7-3029	3029	PLANNED PARENTHOOD						500.00
								10/20/1994
	CAM	COMMON AREA MAINT.REI	0.00	142.37	142.37	5/2/2006	0.00	03/31/2008
	INS	INSURANCE REIMBURSEME	0.00	12.38	12.38	5/2/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	74.66	74.66	5/2/2006	0.00	
	RNT	RENT-BASE	0.00	621.31	621.31	5/2/2006	0.00	
			0.00	850.72	850.72		0.00	
-3031	3031	KOONTZ CHIROPRACTIC						0.00
								09/04/1994
	CAM	COMMON AREA MAINT.REI	0.00	321.08	321.08	5/8/2006	0.00	08/31/2006
	INS	INSURANCE REIMBURSEME	0.00	20.86	20.86	5/8/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	164.97	164.97	5/8/2006	0.00	
	RNT	RENT-BASE	0.00	2,441.42	2,441.42	5/8/2006	0.00	
			0.00	2,948.33	2,948.33		0.00	
-3051	3051	MS. PAYCHECK INC. #1						600.00
								10/01/2002
	CAM	COMMON AREA MAINT.REI	0.00	110.74	110.74	5/5/2006	0.00	09/30/2006
	INS	INSURANCE REIMBURSEME	0.00	34.65	34.65	5/5/2006	0.00	
	SIG	OTHER REIMB.-SIGNAGE	0.00	56.31	56.31	5/5/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	70.14	70.14	5/5/2006	0.00	
	RNT	RENT-BASE	0.00	1,116.46	1,116.46	5/5/2006	0.00	
			0.00	1,388.30	1,388.30		0.00	
-3071	3071	DOS HOMBRES RESTAURANT (SSST)						4,693.33
								07/13/2001
	CAM	COMMON AREA MAINT.REI	0.00	586.36	586.36	5/1/2006	0.00	07/31/2008
	INS	INSURANCE REIMBURSEME	0.00	52.60	52.60	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	308.26	308.26	5/1/2006	0.00	
	RNT	RENT-BASE	0.00	3,995.14	3,995.14	5/1/2006	0.00	
			0.00	4,942.36	4,942.36		0.00	
3075	3075	SOLID ROCK						0.00
	CAM	COMMON AREA MAINT.REI	8,000.00	3,000.00	0.00		11,000.00	
			8,000.00	3,000.00	0.00		11,000.00	
3079	3079	EBONY BEAUTY SUPPLY						900.00
								08/02/1999
	RNT	RENT-BASE	0.00	4,000.00	4,000.00	5/10/2006	0.00	08/31/2007
			0.00	4,000.00	4,000.00		0.00	
-3085	3085	KEY BANK OF COLORADO						0.00
	CAM	COMMON AREA MAINT.REI	0.00	1,139.18	1,139.18	5/1/2006	0.00	
			0.00	1,139.18	1,139.18		0.00	

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

5/1/2006 to 5/31/2006

Property: 27 — Q.C.G.RECV'R MISSION TRACE
3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
7-3105	3105	KOHNAMI JAPANESE RESTAURANT						0.00
								04/01/2003
	CAM	COMMON AREA MAINT.REI	0.00	294.00	294.00	5/12/2006	0.00	07/31/2006
	INS	INSURANCE REIMBURSEMEI	0.00	21.26	21.26	5/12/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.08	147.51	147.41	5/12/2006	0.18	
	RNT	RENT-BASE	0.00	1,429.17	1,429.17	5/12/2006	0.00	
			0.08	1,891.94	1,891.84		0.18	
27-3107	3107	SMCP CORP.DBA MAIL BOXES#2642						1,500.00
								06/01/2000
	CAM	COMMON AREA MAINT.REI	0.00	228.98	228.98	5/1/2006	0.00	05/31/2005
	INS	INSURANCE REIMBURSEMEI	0.00	19.37	19.37	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	119.81	119.81	5/1/2006	0.00	
	RNT	RENT-BASE	0.00	1,740.00	1,740.00	5/1/2006	0.00	
			0.00	2,108.16	2,108.16		0.00	
27-3109	3109	ONE $ DEPOT						1,600.00
								01/04/1995
	CAM	COMMON AREA MAINT.REI	274.04	274.04	548.08	5/24/2006	0.00	02/28/2006
	INS	INSURANCE REIMBURSEMEI	20.48	20.48	40.96	5/24/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	142.09	142.09	284.18	5/24/2006	0.00	
	RNT	RENT-BASE	3,441.57	2,360.00	2,556.86	5/24/2006	3,244.71	
			3,878.18	2,796.61	3,430.08		3,244.71	
-3117	3117	ITS ALL GOOD SOUL FOOD						1,360.00
								08/01/2005
	CAM	COMMON AREA MAINT.REI	573.88	286.94	0.00		860.82	10/31/2008
	INS	INSURANCE REIMBURSEMEI	24.82	12.41	0.00		37.23	
	TAX	PROPERTY TAX REIMBURSE	136.48	68.24	0.00		204.72	
	RNT	RENT-BASE	1,546.52	904.75	0.00		2,451.27	
			2,281.70	1,272.34	0.00		3,554.04	
-3119	3119	JUST BRAIDS						750.00
								09/01/2005
	RNT	RENT-BASE	750.00	750.00	0.00		1,500.00	08/31/2006
			750.00	750.00	0.00		1,500.00	
27-3123	3123	H & R BLOCK ENT.,INC. (OO1)						0.00
								10/10/1994
	CAM	COMMON AREA MAINT.REI	0.00	262.44	262.44	5/1/2006	0.00	04/30/2006
	INS	INSURANCE REIMBURSEMEI	0.00	18.74	18.74	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	135.65	135.65	5/1/2006	0.00	
	RNT	RENT-BASE	0.00	1,888.58	1,833.57	5/1/2006	55.01	
			0.00	2,305.41	2,250.40		55.01	
3205	3205	CARPET CLEARANCE WAREHOUSE						0.00
	CAM	COMMON AREA MAINT.REI	0.00	1,206.06	1,206.06	5/2/2006	0.00	
			0.00	1,206.06	1,206.06		0.00	
27-3215	3215	ADVENTURES IN BARBEQUE						2,000.00
								11/01/2005
	CAM	COMMON AREA MAINT.REI	1,020.60	0.00	0.00		1,020.60	02/28/2011

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

5/1/2006 to 5/31/2006

Property: Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
	INS	INSURANCE REIMBURSEMEI	37.89	0.00	0.00		37.89	
	TAX	PROPERTY TAX REIMBURSE	215.55	0.00	0.00		215.55	
			1,274.04	0.00	0.00		1,274.04	
7-3217	3217	KING'S ONE HOUR CLEANERS						0.00
								12/01/1990
	CAM	COMMON AREA MAINT.REI	843.87	281.29	562.58	5/5/2006	562.58	01/31/2007
	INS	INSURANCE REIMBURSEMEI	59.55	19.85	39.70	5/5/2006	39.70	
	TAX	PROPERTY TAX REIMBURSE	300.27	145.28	154.99	5/5/2006	290.56	
	RNT	RENT-BASE	6,893.36	2,362.73	2,242.73	5/5/2006	7,013.36	
			8,097.05	2,809.15	3,000.00		7,906.20	
27-3219	3219	TERI TERIYAKI						0.00
								07/01/2003
	CAM	COMMON AREA MAINT.REI	245.18	245.18	245.18	5/1/2006	245.18	06/30/2008
	INS	INSURANCE REIMBURSEMEI	20.14	20.14	20.14	5/1/2006	20.14	
	TAX	PROPERTY TAX REIMBURSE	128.00	128.00	128.00	5/1/2006	128.00	
	RNT	RENT-BASE	1,771.67	1,771.67	1,771.67	5/1/2006	1,771.67	
			2,164.99	2,164.99	2,164.99		2,164.99	
-3223	3223	GROWING YEARS ACADEMY						0.00
								05/10/1991
	CAM	COMMON AREA MAINT.REI	835.67	835.67	0.00		1,671.34	12/31/2006
	INS	INSURANCE REIMBURSEMEI	51.14	51.14	0.00		102.28	
	TAX	PROPERTY TAX REIMBURSE	427.83	427.83	0.00		855.66	
	RNT	RENT-BASE	6,135.90	4,625.78	0.00		10,761.68	
			7,450.54	5,940.42	0.00		13,390.96	
3255	3255	KENTUCKY FRIED CHICKEN #451						0.00
	CAM	COMMON AREA MAINT.REI	235.65	235.65	471.30	5/25/2006	0.00	
	INS	INSURANCE REIMBURSEMEI	3.61	3.61	7.22	5/25/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	1.29	1.29	2.58	5/25/2006	0.00	
			240.55	240.55	481.10		0.00	
3273	3273	PIONEER MILITARY LENDING,INC.						1,048.00
								11/18/1988
	CAM	COMMON AREA MAINT.REI	0.00	263.11	263.11	5/1/2006	0.00	05/31/2007
	INS	INSURANCE REIMBURSEMEI	0.00	17.91	17.91	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	137.96	137.96	5/1/2006	0.00	
	RNT	RENT-BASE	-1.00	2,420.00	2,417.00	5/1/2006	2.00	
			-1.00	2,838.98	2,835.98		2.00	
7-3279	3279	ACE CASH EXPRESS,INC #114						500.00
								06/30/2005
	CAM	COMMON AREA MAINT.REI	0.00	94.76	94.76	5/1/2006	0.00	06/30/2009
	INS	INSURANCE REIMBURSEMEI	0.00	9.44	9.44	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	50.27	50.27	5/1/2006	0.00	
	RNT	RENT-BASE	0.00	826.81	826.81	5/1/2006	0.00	
			0.00	981.28	981.28		0.00	
7-3281	3281	NAIL DESIGN 2						823.00
								07/16/1998

COLDWELL BANKER COMM-R.E.S.I.

Activity Reconciliation Report

5/1/2006 to 5/31/2006

Property : Q.C.G.RECV'R MISSION TRACE
27 3001-3287 S. ACADEMY BLVD.
COLORADO SPRIHGS, CO 80916

Unit Ref. Num	Suite	Name / Chrg Description	Beginning Balance	Charges and Adj	Payments and Adj	Payment Date	Ending Balance	Deposits / Lease Term
	CAM	COMMON AREA MAINT.REIM	192.64	192.64	385.28	5/24/2006	0.00	08/31/2008
	INS	INSURANCE REIMBURSEMEI	12.78	12.78	25.56	5/24/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	99.10	99.10	198.20	5/24/2006	0.00	
	RNT	RENT-BASE	1,718.28	-411.47	1,306.81	5/24/2006	0.00	
			2,022.80	-106.95	1,915.85		0.00	
7-3283	3283	PATRIOT LOAN CO.						767.08 09/12/1996
	CAM	COMMON AREA MAINT.REIM	0.00	151.24	151.24	5/1/2006	0.00	09/30/2006
	INS	INSURANCE REIMBURSEMEI	0.00	12.87	12.87	5/1/2006	0.00	
	TAX	PROPERTY TAX REIMBURSE	0.00	79.17	79.17	5/1/2006	0.00	
	RNT	RENT-BASE	0.00	1,241.58	1,241.58	5/1/2006	0.00	
			0.00	1,484.86	1,484.86		0.00	
7-3287	3287	GOODYEAR FACILITY #4068						0.00 08/30/1985
	RNT	RENT-BASE	0.00	4,000.00	4,000.00	5/1/2006	0.00	03/31/2009
			0.00	4,000.00	4,000.00		0.00	
roperty Totals :								18,041.41
RNT RENT-BASE			22,656.30	38,633.93	33,540.53		27,749.70	
CAM COMMON AREA MAINT.REIMB.			12,221.53	10,151.73	7,012.74		15,360.52	
INS INSURANCE REIMBURSEMENT			230.41	360.49	353.66		237.24	
TAX PROPERTY TAX REIMBURSEMENT			1,450.69	2,300.23	2,056.25		1,694.67	
SIG OTHER REIMB.-SIGNAGE			0.00	56.31	56.31		0.00	
			36,558.93	51,502.69	43,019.49		45,042.13	

COLDWELL BANKER COMM-R.E.S.I.

Delinquency / Aging Report (Detailed)

Property : 27 Q.C.G.RECV'R MISSION TRACE

as of 05/31/2006

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
URR	3009	KOZANS BARBER SHOP	1,000.00	950.00	550.00	400.00		

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
RNT	RENT - BASE	04/01/2006			400.00		
RNT	RENT - BASE	05/01/2006	550.00				
URR	3075	SOLID ROCK	0.00	11,000.00	3,000.00	3,000.00		5,000.00

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
CAM	COMMON AREA MAINT. REIMB.	02/01/2006					2,000.00
CAM	COMMON AREA MAINT. REIMB.	03/01/2006					3,000.00
CAM	COMMON AREA MAINT. REIMB.	04/01/2006			3,000.00		
CAM	COMMON AREA MAINT. REIMB.	05/01/2006	3,000.00				
JRR	3105	KOHNAMI JAPANESE RESTAURANT	0.00	0.18	0.10	0.08		
	Contact :	Ki duk Hwang						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006			0.08		
TAX	PROPERTY TAX REIMBURSEMENT	05/01/2006	0.10				
RR	3109	ONE $ DEPOT	1,600.00	3,244.71	1,081.47	1,081.67	(0.10)	1,081.67
	Contact :	Abdulla Al Hadad						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE					
RNT	RENT-BASE	03/01/2006					1,081.67
RNT	RENT-BASE	03/15/2006				(0.10)	
RNT	RENT - BASE	04/01/2006			1,081.67		
RNT	RENT-BASE	05/01/2006	(0.10)				
RNT	RENT - BASE	05/01/2006	1,081.67				
RNT	RENT-BASE	05/24/2006	(0.10)				

Delinquency / Aging Report (Detailed)

Property : Q.C.G.RECV'R MISSION as of 05/31/2006
27 TRACE

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
CURR	3117	ITS ALL GOOD SOUL FOOD	1,360.00	3,554.04	1,272.34	1,272.34		1,009.36
	Contact :	Gregory & Sheryl Burns						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE				
RNT	RENT - BASE	12/12/2005				(87.66)
RNT	RENT-BASE	01/19/2006				(87.66)
RNT	RENT-BASE	02/13/2006				(87.66)
CAM	COMMON AREA MAINT. REIMB.	03/01/2006				286.94
INS	INSURANCE REIMBURSEMENT	03/01/2006				12.41
RNT	RENT - BASE	03/01/2006				904.75
TAX	PROPERTY TAX REIMBURSEMENT	03/01/2006				68.24
CAM	COMMON AREA MAINT. REIMB.	04/01/2006		286.94		
INS	INSURANCE REIMBURSEMENT	04/01/2006		12.41		
RNT	RENT - BASE	04/01/2006		904.75		
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006		68.24		
CAM	COMMON AREA MAINT. REIMB.	05/01/2006	286.94			
INS	INSURANCE REIMBURSEMENT	05/01/2006	12.41			
RNT	RENT - BASE	05/01/2006	904.75			
TAX	PROPERTY TAX REIMBURSEMENT	05/01/2006	68.24			

CURR	3119	JUST BRAIDS	750.00	1,500.00	750.00	750.00		
	Contact :	Allan McLendon, Jr.						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE				
RNT	RENT - BASE	04/01/2006			750.00	
RNT	RENT - BASE	05/01/2006		750.00		

CURR	3123	H & R BLOCK ENT.,INC. (OO1)	0.00	55.01	55.01			

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE				
RNT	RENT - BASE	05/01/2006		55.01		

CURR	3215	ADVENTURES IN BARBEQUE	2,000.00	1,274.04				1,274.04
	Contact :	Michael & Kelly Davis						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE				
CAM	COMMON AREA MAINT. REIMB.	12/01/2005				340.20
INS	INSURANCE REIMBURSEMENT	12/01/2005				12.63
TAX	PROPERTY TAX REIMBURSEMENT	12/01/2005				71.85
CAM	COMMON AREA MAINT. REIMB.	01/01/2006				340.20
INS	INSURANCE REIMBURSEMENT	01/01/2006				12.63
TAX	PROPERTY TAX REIMBURSEMENT	01/01/2006				71.85
CAM	COMMON AREA MAINT. REIMB.	02/01/2006				340.20
INS	INSURANCE REIMBURSEMENT	02/01/2006				12.63
TAX	PROPERTY TAX REIMBURSEMENT	02/01/2006				71.85

Delinquency / Aging Report (Detailed)

Property : Q.C.G.RECV'R MISSION — **as of** 05/31/2006
27 TRACE

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
URR	3217	KING'S ONE HOUR CLEANERS	0.00	7,906.20	2,809.15	2,809.15		2,287.90
	Contact :	Chong S. Hall						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
RNT	RENT - BASE	03/01/2006			2,287.90
CAM	COMMON AREA MAINT. REIMB.	04/01/2006		281.29	
INS	INSURANCE REIMBURSEMENT	04/01/2006		19.85	
RNT	RENT - BASE	04/01/2006		2,362.73	
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006		145.28	
CAM	COMMON AREA MAINT. REIMB.	05/01/2006	281.29		
INS	INSURANCE REIMBURSEMENT	05/01/2006	19.85		
RNT	RENT - BASE	05/01/2006	2,362.73		
TAX	PROPERTY TAX REIMBURSEMENT	05/01/2006	145.28		

URR	3219	TERI TERIYAKI	0.00	2,164.99	2,164.99			
	Contact :	Yant Pak						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
CAM	COMMON AREA MAINT. REIMB.	05/01/2006	245.18		
INS	INSURANCE REIMBURSEMENT	05/01/2006	20.14		
RNT	RENT - BASE	05/01/2006	1,771.67		
TAX	PROPERTY TAX REIMBURSEMENT	05/01/2006	128.00		

JRR	3223	GROWING YEARS ACADEMY	0.00	13,390.96	5,940.42	5,940.42		1,510.12
	Contact :	Adrian & Emma Clarke						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
RNT	RENT - BASE	03/01/2006			1,510.12
CAM	COMMON AREA MAINT. REIMB.	04/01/2006		835.67	
INS	INSURANCE REIMBURSEMENT	04/01/2006		51.14	
RNT	RENT - BASE	04/01/2006		4,625.78	
TAX	PROPERTY TAX REIMBURSEMENT	04/01/2006		427.83	
CAM	COMMON AREA MAINT. REIMB.	05/01/2006	835.67		
INS	INSURANCE REIMBURSEMENT	05/01/2006	51.14		
RNT	RENT - BASE	05/01/2006	4,625.78		
TAX	PROPERTY TAX REIMBURSEMENT	05/01/2006	427.83		

RR	3273	PIONEER MILITARY LENDING,INC.	1,048.00	2.00	2.00			
	Contact :	Sheila McPherson						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE			
RNT	RENT - BASE	05/01/2006	2.00		

Delinquency / Aging Report (Detailed)

Property : Q.C.G.RECV'R MISSION 27 TRACE

as of 05/31/2006

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
PROPERTY TOTALS			7,758.00	45,042.13	17,625.48	15,253.66	(0.10)	12,163.09

CHARGE CODE	CHARGE DESCRIPTION	CHARGE TOTAL				
INS	INSURANCE REIMBURSEMENT	237.24	103.54	83.40		50.30
TAX	PROPERTY TAX REIMBURSEMENT	1,694.67	769.45	641.43		283.79
CAM	COMMON AREA MAINT.REIMB.	15,360.52	4,649.08	4,403.90		6,307.54
RNT	RENT-BASE	27,749.70	12,103.41	10,124.93	(0.10)	5,521.46

AP Check Register

QUANTUM COMMERCIAL GROUP

Date Range : 5/1/2006 To 5/31/2006 For Cash Account 1

Check	Check Date	Vendor	Vendor Name	Vch #	Invoice Number	Invoice Date	Gross Amount	Discount	Net Amount	Check Amount
000057	05/12/2006	ANDER	ANDERSON,DUDE &LEBEL,P.C.	00243	6506-001M	05/05/2006	1,294.00	0.00	1,294.00	1,294.00
000058	05/12/2006	CBC	COLDWELL BANKER	00238	B25897	05/05/2006	28.04	0.00	28.04	28.04
000059	05/12/2006	CITY	CO. SPRINGS UTILITIES	00224	8075281965	05/08/2006	58.08	0.00	58.08	
				00225	5638439974	05/08/2006	348.11	0.00	348.11	
				00226	6296604516	05/08/2006	108.47	0.00	108.47	
				00227	7017374306	05/08/2006	494.93	0.00	494.93	
				00228	4162398369	05/08/2006	76.20	0.00	76.20	
				00229	4976703029	05/08/2006	79.78	0.00	79.78	
				00230	5050839019	05/08/2006	295.40	0.00	295.40	
				00231	4517838358	05/08/2006	40.94	0.00	40.94	
				00232	2150090086	05/08/2006	43.90	0.00	43.90	
				00233	2593554046	05/08/2006	275.39	0.00	275.39	
				00234	1230905268	05/08/2006	221.66	0.00	221.66	
				00235	1738176228	05/08/2006	15.90	0.00	15.90	
				00236	0391803032	05/08/2006	134.03	0.00	134.03	
				00237	3095682163	05/08/2006	37.53	0.00	37.53	
			Total for Check Number 000059				2,230.32	0.00	2,230.32	2,230.32
000060	05/12/2006	JOBY	JLG, INC. dba JOBY'S	00240	9708	05/01/2006	400.00	0.00	400.00	400.00
000061	05/12/2006	QUANT	QUANTUM COMMERCIAL GROUP	00223	27 5-06	05/05/2006	2,800.00	0.00	2,800.00	2,800.00
000062	05/12/2006	RUPP	LAW OFFICE OF	00239	604322	04/30/2006	15.00	0.00	15.00	15.00
000063	05/12/2006	WASTE	WASTE MANAGEMENT OF	00241	2528-3	05/01/2006	1,110.14	0.00	1,110.14	
				00242	2528-1	05/01/2006	184.45	0.00	184.45	
			Total for Check Number 000063				1,294.59	0.00	1,294.59	1,294.59
000064	05/24/2006	CITY	CO. SPRINGS UTILITIES	00244	8854667162	05/09/2006	719.65	0.00	719.65	
				00245	5979468247	05/09/2006	50.71	0.00	50.71	
				00246	5550519007	05/09/2006	78.39	0.00	78.39	
				00247	5921386599	05/09/2006	35.75	0.00	35.75	
				00248	6999809161	05/09/2006	945.80	0.00	945.80	
				00249	7263248190	05/09/2006	33.48	0.00	33.48	
				00250	7868486786	05/09/2006	36.11	0.00	36.11	
				00251	7687346764	05/09/2006	36.48	0.00	36.48	
				00252	8199486587	05/09/2006	33.48	0.00	33.48	
				00253	2969929546	05/09/2006	36.76	0.00	36.76	
				00254	2433009691	05/09/2006	35.75	0.00	35.75	
				00255	2525014940	05/09/2006	291.98	0.00	291.98	
				00256	3714925762	05/09/2006	35.61	0.00	35.61	
				00257	4247375691	05/09/2006	33.48	0.00	33.48	
				00258	1430812659	05/09/2006	18.44	0.00	18.44	
				00259	1458023905	05/09/2006	50.06	0.00	50.06	
				00260	1754518091	05/09/2006	585.49	0.00	585.49	
				00261	0278421560	05/09/2006	37.89	0.00	37.89	
				00265	9260174991	05/09/2006	15.04	0.00	15.04	
				00266	3063157326	05/12/2006	46.69	0.00	46.69	
			Total for Check Number 000064				3,157.04	0.00	3,157.04	3,157.04
000065	05/24/2006	ENGIN	ENGINEERED LAWN CARE,INC.	00262	1466	05/08/2006	2,160.00	0.00	2,160.00	
				00263	#1466	05/08/2006	436.50	0.00	436.50	

AP Check Register

QUANTUM COMMERCIAL GROUP

Date Range : 5/1/2006 To 5/31/2006 For Cash Account 1

Check	Check Date	Vendor	Vendor Name	Vch #	Invoice Number	Invoice Date	Gross Amount	Discount	Net Amount	Check Amount
			Total for Check Number 000065				2,596.50	0.00	2,596.50	2,596.50
000066	05/24/2006	MASTE	MASTER BLASTER, INC.	00264	10119	05/12/2006	380.00	0.00	380.00	380.00
000067	05/30/2006	JC	JC DESIGN & BUILD, LLC	00267	19	04/27/2006	1,785.00	0.00	1,785.00	
				00268	22	05/22/2006	1,097.50	0.00	1,097.50	
			Total for Check Number 000067				2,882.50	0.00	2,882.50	2,882.50
000068	05/30/2006	OLD	OLD WORLD	00269	206220	04/20/2006	650.00	0.00	650.00	650.00
Cash Account 1 Totals							17,727.99	0.00	17,727.99	17,727.99
Property/Company Totals for			QUANTUM COMMERCIAL GROUP				17,727.99	0.00	17,727.99	17,727.99

AP Expense Distribution

27 - QUANTUM COMMERCIAL GROUP

For Cash Account : All
From Earliest To 5/31/2006

GL Account / Vchr	Vendor	Description	Invoice No.	Check No.	Amount	Account Total
5140-0000 5140 Janitorial-Windows						
00255	CITY - CO. SPRINGS UTILITIES	#3077 04/10-05/08	2525014940	000064	$18.44	$18.44
6110-0000 6110 Utility-Electricity						
00224	CITY - CO. SPRINGS UTILITIES	#3117 04/10-05/08	8075281965	000059	21.16	
00225	CITY - CO. SPRINGS UTILITIES	#3105 HSE 04/10-05/08	5638439974	000059	348.11	
00228	CITY - CO. SPRINGS UTILITIES	#3035 04/10-05/08	4162398369	000059	57.76	
00229	CITY - CO. SPRINGS UTILITIES	#3001 04/10-05/08	4976703029	000059	54.91	
00230	CITY - CO. SPRINGS UTILITIES	#3265 HSE 04/10-05/08	5050839019	000059	295.40	
00232	CITY - CO. SPRINGS UTILITIES	#3285-A 04/10-05/08	2150090086	000059	43.90	
00233	CITY - CO. SPRINGS UTILITIES	#3075 HSE 04/10-05/08	2593554046	000059	275.39	
00234	CITY - CO. SPRINGS UTILITIES	#3205 HSE 04/10-05/08	1230905268	000059	221.66	
00235	CITY - CO. SPRINGS UTILITIES	#3233 04/10-05/08	1738176228	000059	15.90	
00236	CITY - CO. SPRINGS UTILITIES	#3001 HSE 04/10-05/07	0391803032	000059	134.03	
00237	CITY - CO. SPRINGS UTILITIES	#3215-A 04/10-05/08	3095682163	000059	37.53	
00245	CITY - CO. SPRINGS UTILITIES	#3265 04/10-05/08	5979468247	000064	32.27	
00246	CITY - CO. SPRINGS UTILITIES	#3113 04/10-05/08	5550519007	000064	18.16	
00247	CITY - CO. SPRINGS UTILITIES	#3269 04/10-05/08	5921386599	000064	17.31	
00249	CITY - CO. SPRINGS UTILITIES	#3285-B 04/10-05/08	7263248190	000064	15.04	
00250	CITY - CO. SPRINGS UTILITIES	#3275-D 04/10-05/08	7868486786	000064	17.67	
00251	CITY - CO. SPRINGS UTILITIES	#3055 04/10-05/08	7687346764	000064	18.04	
00252	CITY - CO. SPRINGS UTILITIES	#3025 04/10-05/08	8199486587	000064	15.04	
00253	CITY - CO. SPRINGS UTILITIES	#3121 04/10-05/08	2969929546	000064	18.32	
00254	CITY - CO. SPRINGS UTILITIES	#3111 04/10-05/08	2433009691	000064	17.31	
00255	CITY - CO. SPRINGS UTILITIES	#3077 04/10-05/08	2525014940	000064	273.54	
00256	CITY - CO. SPRINGS UTILITIES	#3013 04/10-05/08	3714925762	000064	17.17	
00257	CITY - CO. SPRINGS UTILITIES	#3023 04/10-05/08	4247375691	000064	15.04	
00259	CITY - CO. SPRINGS UTILITIES	#3015 04/10-05/08	1458023905	000064	31.62	
00261	CITY - CO. SPRINGS UTILITIES	#3231-B 04/10-05/08	0278421560	000064	19.45	
00265	CITY - CO. SPRINGS UTILITIES	#3275 04/10-05/08	9260174991	000064	$15.04	$2,046.77
3130-0000 6130 Utility-Gas						
00224	CITY - CO. SPRINGS UTILITIES	#3117 04/10-05/08	8075281965	000059	36.92	
00228	CITY - CO. SPRINGS UTILITIES	#3035 04/10-05/08	4162398369	000059	18.44	
00229	CITY - CO. SPRINGS UTILITIES	#3001 04/10-05/08	4976703029	000059	24.87	
00231	CITY - CO. SPRINGS UTILITIES	#3215-B 04/10-05/08	4517838358	000059	40.94	
00245	CITY - CO. SPRINGS UTILITIES	#3265 04/10-05/08	5979468247	000064	18.44	
00246	CITY - CO. SPRINGS UTILITIES	#3113 04/10-05/08	5550519007	000064	60.23	
00247	CITY - CO. SPRINGS UTILITIES	#3269 04/10-05/08	5921386599	000064	18.44	
00249	CITY - CO. SPRINGS UTILITIES	#3285-B 04/10-05/08	7263248190	000064	18.44	
00250	CITY - CO. SPRINGS UTILITIES	#3275-D 04/10-05/08	7868486786	000064	18.44	
00251	CITY - CO. SPRINGS UTILITIES	#3055 04/10-05/08	7687346764	000064	18.44	
00252	CITY - CO. SPRINGS UTILITIES	#3025 04/10-05/08	8199486587	000064	18.44	
00253	CITY - CO. SPRINGS UTILITIES	#3121 04/10-05/08	2969929546	000064	18.44	
00254	CITY - CO. SPRINGS UTILITIES	#3111 04/10-05/08	2433009691	000064	18.44	
00256	CITY - CO. SPRINGS UTILITIES	#3013 04/10-05/08	3714925762	000064	18.44	
00257	CITY - CO. SPRINGS UTILITIES	#3023 04/10-05/08	4247375691	000064	18.44	
00258	CITY - CO. SPRINGS UTILITIES	#3233-C 04/10-05/08	1430812659	000064	18.44	
00259	CITY - CO. SPRINGS UTILITIES	#3015 04/10-05/08	1458023905	000064	18.44	
00261	CITY - CO. SPRINGS UTILITIES	#3231-B 04/10-05/08	0278421560	000064	$18.44	$421.12
6140-0000 6140 Utility-Water/Sewer						
00226	CITY - CO. SPRINGS UTILITIES	#3265 HSE 04/10-05/08	6296604516	000059	108.47	
00227	CITY - CO. SPRINGS UTILITIES	#3001 HSE 04/10-05/08	7017374306	000059	494.93	
00244	CITY - CO. SPRINGS UTILITIES	#3085 SPKG 04/10-05/08	8854667162	000064	719.65	

AP Expense Distribution

27 - QUANTUM COMMERCIAL GROUP

For Cash Account : All
From Earliest To 5/31/2006

GL Account / Vchr	Vendor	Description	Invoice No.	Check No.	Amount	Account Total
00248	CITY - CO. SPRINGS UTILITIES	#3205 HSE 04/10-05/08	6999809161	000064	945.80	
00260	CITY - CO. SPRINGS UTILITIES	#3105 HSE 04/10-05/08	1754518091	000064	585.49	
00266	CITY - CO. SPRINGS UTILITIES	#3075 HSE 04/10-05/08	3063157326	000064	$46.69	$2,901.03
6340-0000 6340 Gen.Repair-Roof						
00269	OLD - OLD WORLD	ROOF INSPECTION	206220	000068	$650.00	$650.00
6350-0000 6350 Gen.Repair-Misc.						
00264	MASTE - MASTER BLASTER, INC.	PRESSURE WASHING	10119	000066	$380.00	$380.00
6410-0000 6410 Landscaping-Contract						
00262	ENGIN - ENGINEERED LAWN CARE,INC.	APRIL LANDSCAPE	1466	000065	$2,160.00	$2,160.00
6420-0000 6420 Landscaping-Extra						
00263	ENGIN - ENGINEERED LAWN CARE,INC.	APRIL SPRINKLER REPAIRS	#1466	000065	$436.50	$436.50
6450-0000 6450 Parking Lot-Sweeping						
00240	JOBY - JLG, INC. dba JOBY'S	MAY SWEEPING SERVICE	9708	000060	$400.00	$400.00
6560-0000 6560 Trash Removal						
00241	WASTE - WASTE MANAGEMENT OF	MAY MONTHLY SERVICE	2528-3	000063	1,110.14	
00242	WASTE - WASTE MANAGEMENT OF	10 YARD ROLL OFF	2528-1	000063	$184.45	$1,294.59
7110-0000 7110 Property Mgmt. Fees						
00223	QUANT - QUANTUM COMMERCIAL GRO	MAY MANAGEMENT FEE	27 5-06	000061	$2,800.00	$2,800.00
7130-0000 7130 Misc. Admin. Costs						
00238	CBC - COLDWELL BANKER	XEROX-POSTAGE REIMB.APRIL	B25897	000058	$28.04	$28.04
9320-0000 9320 Architect & Engineer						
00267	JC - JC DESIGN & BUILD, LLC	BLDG.E FLOOR PLANS	19	000067	1,785.00	
00268	JC - JC DESIGN & BUILD, LLC	BUILD B FLOOR PALNS	22	000067	$1,097.50	$2,882.50
9350-0000 9350 Legal						
00239	RUPP - LAW OFFICE OF	#3217 LEGAL FEES	604322	000062	15.00	
00243	ANDER - ANDERSON,DUDE &LEBEL,P.C	APRIL LEGAL SERVICES	6506-001M	000057	$1,294.00	$1,309.00
					Distribution Total	**$17,727.99**

Account Summary

Account	Account Description	Debit	Credit
5140-0000	5140 Janitorial-Windows	18.44	
6110-0000	6110 Utility-Electricity	2,046.77	
6130-0000	6130 Utility-Gas	421.12	
6140-0000	6140 Utility-Water/Sewer	2,901.03	
6340-0000	6340 Gen.Repair-Roof	650.00	
6350-0000	6350 Gen.Repair-Misc.	380.00	
6410-0000	6410 Landscaping-Contract	2,160.00	
6420-0000	6420 Landscaping-Extra	436.50	
6450-0000	6450 Parking Lot-Sweeping	400.00	
6560-0000	6560 Trash Removal	1,294.59	
7110-0000	7110 Property Mgmt. Fees	2,800.00	
7130-0000	7130 Misc. Admin. Costs	28.04	
9320-0000	9320 Architect & Engineer	2,882.50	
9350-0000	9350 Legal	1,309.00	

AP Expense Distribution

27 - QUANTUM COMMERCIAL GROUP

For Cash Account : All
From Earliest To 5/31/2006

Account Summary

Account	Account Description	Debit	Credit
1020-0000	CASH - CHECKING		17,727.99
		17,727.99	17,727.99

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held
27-3001	VACANT	0.00	8,800	0.00/yr 0.00/mth			0.00
27-3009	KOZANS BARBER SHOP	550.00	800	8.25/yr 0.69/mth	11/01/05	10/31/06	1,000.00
27-3013	VACANT	0.00	1,261	0.00/yr 0.00/mth			0.00
27-3015	VACANT	0.00	1,800	0.00/yr 0.00/mth			0.00
27-3023	VACANT	0.00	1,550	0.00/yr 0.00/mth			0.00
27-3025	VACANT	0.00	1,640	0.00/yr 0.00/mth			0.00
27-3027	KOONTZ CHIROPRACTIC	0.00	1,500	0.00/yr 0.00/mth	9/01/01	8/31/06	0.00
27-3029	PLANNED PARENTHOOD	621.31	1,240	6.01/yr 0.50/mth	10/20/94	3/31/08	500.00
27-3031	KOONTZ CHIROPRACTIC	2,441.42	1,240	23.63/yr 1.97/mth	9/04/94	8/31/06	0.00
27-3035A	VACANT	0.00	5,000	0.00/yr 0.00/mth			0.00
27-3035B	VACANT	0.00	5,000	0.00/yr 0.00/mth			0.00
27-3051	MS. PAYCHECK INC. #1	1,116.46	1,165	11.50/yr 0.96/mth	10/01/02	9/30/06	600.00
27-3055	VACANT	0.00	1,238	0.00/yr 0.00/mth			0.00
27-3069	FAMILY DOLLAR #1423	0.00	7,320	0.00/yr 0.00/mth	10/21/94	12/31/09	0.00
27-3071	DOS HOMBRES RESTAURANT (SSST)	3,995.14	5,120	9.36/yr 0.78/mth	7/13/01	7/31/08	4,693.33
27-3075	SOLID ROCK	0.00	50,400	0.00/yr 0.00/mth			0.00
27-3077	VACANT	0.00	21,942	0.00/yr 0.00/mth			0.00
27-3079	EBONY BEAUTY SUPPLY	4,000.00	8,058	5.96/yr 0.50/mth	8/02/99	8/31/07	900.00
27-3085	KEY BANK OF COLORADO	0.00	13,579	0.00/yr 0.00/mth			0.00
27-3105	KOHNAMI JAPANESE RESTAURANT	1,429.17	2,450	7.00/yr 0.58/mth	4/01/03	7/31/06	0.00
27-3107	SMCP CORP.DBA MAIL BOXES#2642	1,740.00	1,990	10.49/yr 0.87/mth	6/01/00	5/31/05	1,500.00
27-3109	ONE $ DEPOT	2,360.00	2,360	12.00/yr 1.00/mth	1/04/95	2/28/06	1,600.00
27-3111	VACANT	0.00	731	0.00/yr 0.00/mth			0.00
27-3113	VACANT	0.00	3,000	0.00/yr 0.00/mth			0.00
27-3117	ITS ALL GOOD SOUL FOOD	904.75	1,551	7.00/yr 0.58/mth	8/01/05	10/31/08	1,360.00
27-3119	JUST BRAIDS	750.00	1,600	5.63/yr 0.47/mth	9/01/05	8/31/06	750.00
27-3121	VACANT	0.00	1,600	0.00/yr 0.00/mth			0.00
27-3123	H & R BLOCK ENT.,INC. (OO1)	1,888.58	2,253	10.06/yr 0.84/mth	10/10/94	4/30/06	0.00

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held
7-3125	VACANT	0.00	58,258	0.00/yr 0.00/mth			0.00
27-3205	CARPET CLEARANCE WAREHOUSE	0.00	14,400	0.00/yr 0.00/mth			0.00
7-3215	ADVENTURES IN BARBEQUE	0.00	1,633	0.00/yr 0.00/mth	11/01/05	2/28/11	2,000.00
27-3217	KING'S ONE HOUR CLEANERS	2,362.73	2,413	11.75/yr 0.98/mth	12/01/90	1/31/07	0.00
7-3219	TERI TERIYAKI	1,771.67	2,126	10.00/yr 0.83/mth	7/01/03	6/30/08	0.00
27-3223	GROWING YEARS ACADEMY	4,625.78	7,106	7.81/yr 0.65/mth	5/10/91	12/31/06	0.00
7-3231B	VACANT	0.00	1,010	0.00/yr 0.00/mth			0.00
27-3233	VACANT	0.00	1,325	0.00/yr 0.00/mth			0.00
7-3255	KENTUCKY FRIED CHICKEN #451	0.00	2,980	0.00/yr 0.00/mth			0.00
27-3265	VACANT	0.00	4,000	0.00/yr 0.00/mth			0.00
7-3269	VACANT	0.00	785	0.00/yr 0.00/mth			0.00
27-3273	PIONEER MILITARY LENDING,INC.	2,420.00	2,420	12.00/yr 1.00/mth	11/18/88	5/31/07	1,048.00
7-327312	PIONEER MILITARY LENDING INC.	0.00	0	0.00/yr 0.00/mth			0.00
7-3275	VACANT	0.00	1,511	0.00/yr 0.00/mth			0.00
27-3279	ACE CASH EXPRESS,INC #114	826.81	835	11.88/yr 0.99/mth	6/30/05	6/30/09	500.00
7-3281	NAIL DESIGN 2	960.17	1,646	7.00/yr 0.58/mth	7/16/98	8/31/08	823.00
27-3283	PATRIOT LOAN CO.	1,241.58	1,315	11.33/yr 0.94/mth	9/12/96	9/30/06	767.08
7-3285	VACANT	0.00	880	0.00/yr 0.00/mth			0.00
27-3285A	VACANT	0.00	2,090	0.00/yr 0.00/mth			0.00
7-3287	GOODYEAR FACILITY #4068	4,000.00	6,211	7.73/yr 0.64/mth	8/30/85	3/31/09	0.00

Rent Roll Report

Property : Q.C.G.RECV'R MISSION TRACE

Unit Reference Number	Occupant Name	Monthly Rent	Square Feet	Rent Per Square Feet	Lease Starting Date	Lease Exp Date	Deposits Held

PROPERTY TOTALS :

Total Occupied Rents	40,005.57	**Percentage of Occupied Units**	
Total Vacant Rents	0.00	Total Occupied Units	28
Total Gross Rents	40,005.57	Total Vacant Units	20
Total Square Footage	269,132	Total Units	48
Average Rent/Sq. Ft. /Yr.	1.78	Percentage Occupied	58%
Average Rent/Sq. Ft. /Mth	0.15	**Percentage of Occupied Sq. Feet**	
Total Security Deposits	18,041.41	Total Occupied Sq. Feet	145,711
		Total Vacant Sq. Feet	123,421
		Total Square Footage	269,132
		Percentage Occupied	54%

ACKNOWLEDGMENT OF PROPERTY MANAGER

GEMSA Loan No. 35-0000888

THIS ACKNOWLEDGMENT OF PROPERTY MANAGER is entered into on the ___ day of _____, 2002 by KOSMOS REALTY CO. (the "Property Manager"), with its address at3847 E. Pikes Peak Ave., #D, Colorado Springs, CO 80909, to and for the benefit of WELLS FARGO BANK MINNESOTA, N.A., f/k/a NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION as Trustee and REMIC Administrator under that certain Pooling and Servicing Agreement ("PSA") dated as of November 10, 1999 for Certificateholders of Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates Series 1999-2 ("Noteholder"), successor in interest to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "Lender").

A. TMP Trace, LLC (the "Borrower"), borrowed the sum of Five Million Seven Hundred Eight Thousand and No/100 Dollars ($5,708,000) from Lender as evidenced by Borrower's execution of a Promissory Note (the "Note") dated June 28, 1999 payable to the order of Lender, secured inter alia by the lien of a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 28, 1999, (herein called the "Mortgage") covering, among other things, certain property known as the Mission Trace Shopping Center located in El Paso County, Colorado, as more particularly described therein (the "Property").

B. Mission Trace Kim, LLC ("Assumptor") has assumed the obligations under the Note and Mortgage pursuant to the terms and conditions of that certain Assumption and Release Agreement of even date herewith, and has acquired the Property from the Borrower.

C. The Property Manager has entered, or will enter, into a property management agreement (the "Contract") with Assumptor, a true, correct and complete copy of which is attached hereto as Exhibit A, providing for the performance by Property Manager of certain management obligations more particularly described therein with respect to the management and operation of the Property.

D. Pursuant to the Mortgage, Assumptor collaterally transferred to Lender all of Assumptor's right, title and interests under the Contract.

E. Noteholder has requested, and Property Manager has agreed, to subordinate any rights to payment under the Contract to Noteholder's liens more particularly described in the Mortgage and the Loan Documents (as that term is defined in the Note).

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Property Manager hereby represents, warrants and agrees with Noteholder as follows:

EXHIBIT H

1. Property Manager hereby agrees that all payment obligations of Assumptor to Property Manager for services rendered by Property Manager for the management and operation of the Property, as such services are more particularly described in the Contract, are hereby subordinated to all rights of Noteholder to receive payment from Assumptor under the Note and all other amounts which may be due Noteholder under the Loan Documents. Property Manager recognizes and agrees that so long as the Note is being paid in strict accordance with its terms and all other requirements of the Loan Documents are being satisfied, Property Manager shall be entitled to receive payments provided for under the Contract in accordance with the terms thereof. Property Manager hereby releases, discharges and waives any and all liens, claims, demands of any kind or nature, against the Property, either now or in the future, arising from the services provided by Property Manager for the management and operation of the Property.

2. In the event that Assumptor defaults under the terms of the Contract, Property Manager agrees that before exercising any rights or remedies with respect thereto, it will notify Noteholder of such default. Upon Noteholder's request, Property Manager will continue to perform under the Contract, subject to being paid in accordance with the Contract for the work performed. In such event, Property Manager recognizes that the maximum amount that shall be due and payable under the Contract is the amount stated therein (such amount being adequate to complete the services called for in the Contract), and that Property Manager will not claim any incidental, consequential, or exemplary damages of any nature as a condition to completing its performance under the Contract.

3. Without limiting the foregoing, in the event Noteholder forecloses or otherwise succeeds to the rights of Assumptor with respect to the Property, Noteholder shall have the option upon written notice to Property Manager delivered within thirty (30) days following foreclosure by Noteholder or other acquisition of the Property by Noteholder, either to (i) terminate the Contract without any obligation or liability of Noteholder to pay any of the termination fees set forth in the Contract; or (ii) continue the Contract in effect upon all of the terms and provisions provided in the Contract, including, without limitation, the provisions of Section 3 relating to the payment of a 4% management fee to Property Manager in the event that the Noteholder forecloses or otherwise acquires the Property, except that Noteholder shall have no obligation to pay any sums due and owing under the Contract as of the date of foreclosure or other acquisition of the Property, and Noteholder shall have the right after it elects to continue the Contract under subparagraph (ii) hereof to terminate the Contract without cause upon thirty (30) days written notice to Property Manager without any obligation or liability of Noteholder to pay any of the termination fees set forth in the Contract. Property Manager acknowledges and agrees with Noteholder that Noteholder has not assumed any obligations or liabilities of Borrower to Property Manager under the Contract. If Noteholder chooses not to continue the Contract following a foreclosure or other acquisition of the Property, the only compensation from Noteholder for which Property Manager shall be entitled under the Contract shall be (i) for the period commencing with the date of such foreclosure or other acquisition and ending upon the subsequent termination by Noteholder of the Contract, and (ii) for any period covered by paragraph 2 above.

4. Property Manager agrees (a) not to resign as property manager without thirty (30) days prior written notice to Noteholder, and (b) not to materially amend the Contract without Noteholder's prior written approval.

5. Property Manager acknowledges and agrees that any and all rents, profits or other sums (collectively herein called "Property Proceeds") collected or received by Property Manager from the Property are subject to a security interest of Noteholder pursuant to the Loan Documents, and shall be collected and held by Property Manager in trust for the benefit of Assumptor and Noteholder. Any such Property Proceeds shall be deposited into a deposit account in the name of the Property, permitting Property Manager signing authority, with a national banking institution approved by Noteholder and identified on Exhibit B attached hereto. Such Property Proceeds shall be used by Property Manager for proper expenses and costs of managing and operating the Property as permitted under the Contract. Property Manager hereby disclaims any and all interests in such account and in any of the Property Proceeds. Upon written notice from Noteholder that (a) an Event of Default (as such term is defined in the Mortgage) has occurred under the Note and/or other Loan Documents, and (b) as a result of such Event of Default Noteholder has revoked Assumptor's license to collect the Property Proceeds pursuant to the terms of the Assignment of Leases and Rents (part of the Loan Documents), Property Manager agrees (i) not to pay any of the Property Proceeds to Assumptor without the prior written approval of Noteholder, (ii) to pay the Property Proceeds in payment of the Debt (as such term is defined in the Mortgage) or to otherwise pay such Property Proceeds as instructed by Noteholder, and (iii) to cooperate in the establishment of a lock box for the deposit of all Property Proceeds for the benefit of Noteholder, if so instructed by Noteholder.

EXECUTED as of the date first set out above.

PROPERTY MANAGER:

KOSMOS REALTY CO.

By: _____
Name: ANDY SONG
Title: PROPERTY MANAGER

ATTEST/WITNESS:

_____
Witness
Name: MICHAEL C. COOK
Title: _____

[SEAL]

EXHIBIT A

Copy of Property Management Agreement

EXHIBIT B

Description and Location of Property Account

Account Name and Location: _____

_____

_____

_____

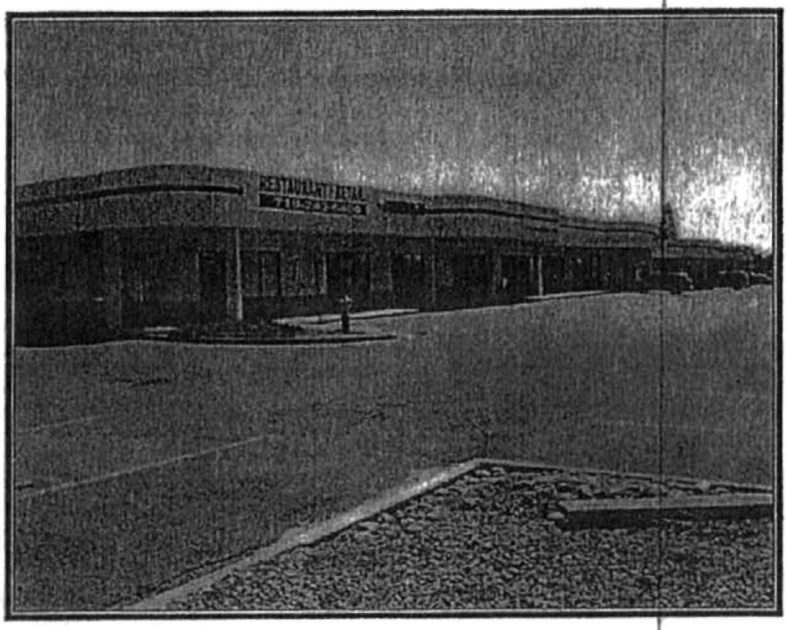
Account Number: _____

Account Officer: _____

EPA #COD981541436
M&E 1.3

EBI CONSULTING
National Environmental Management and Engineering Services

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT



MISSION TRACE SHOPPING CENTER - SERVICER LOAN ID#350000888
3001 - 3287 S. ACADEMY BLVD
COLORADO SPRINGS, COLORADO

EBI Project #11053533

September 23, 2005

Prepared for:

CW CAPITAL ASSET MANAGEMENT LLC AS SPECIAL SERVICER FOR WELLS FARGO AS TRUSTEE FOR THE REGISTERED HOLDERS OF CCMSC 1992-2 (THE "TRUST")
1919 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20006-3434

EBI Consulting
Four A Street
Burlington, MA 01803
Phone: 781.273.2500
Toll Free: 800.786.2346
Fax: 781.273.3311

EXHIBIT
I

EBI CONSULTING
FOUR A STREET
BURLINGTON, MA 01803
800-786-2346
PROJECT #11053533

DRAFT

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Mission Trace Shopping Center - Servicer Loan ID#350000888
3001 - 3287 S. Academy Blvd
Colorado Springs, Colorado 80916

Prepared for:

CW Capital Asset Management LLC as Special Servicer for Wells Fargo as Trustee for the registered holders of CCMSC 1992-2 (the "Trust")
1919 Pennsylvania Avenue NW
Washington, DC 20006-3434

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September 23, 2005

Mr. Greg Akins
CW Capital Asset Management LLC as Special Servicer for Wells Fargo as Trustee for the registered holders of CCMSC 1992-2 (the "Trust")
1919 Pennsylvania Avenue NW
Washington, DC 20006-3434

Subject: **Phase I Environmental Site Assessment Report, Mission Trace Shopping Center - Servicer Loan ID#350000888**
3001 - 3287 S. Academy Blvd, Colorado Springs, Colorado
EBI Project #11053533

Dear Mr. Akins:

Attached please find our *Phase I Environmental Site Assessment Report* (the *Report*) for the above-mentioned asset (the Subject Property). During the survey and research, our surveyor met with agents representing the Subject Property, or agents of the owner, and reviewed the Subject Property and its history. The *Report* was completed according to the terms and conditions authorized by you. This *Report* has been completed in general conformance with the ASTM Standard E 1527-00.

The purpose of this *Report* is to assist *CW Capital Asset Management LLC*, in determining whether to acquire the Subject Property, foreclose on the Subject Property or in the underwriting of a proposed mortgage loan on the Subject Property described herein, to observe the environmental condition and maintenance status of the Subject Property, and to suggest remediation or maintenance items considered customary for the Subject Property to continue in its current operation, compared to properties of similar age with similar conditions.

This *Report* was performed utilizing methods and procedures consistent with established commercial practices and in conformance with industry standards. The recommendations represent EBI's opinion based on written, graphic or verbal information, the property condition and data available to us at the time of the survey. Factual information regarding operations, conditions or data provided by the Client, occupants, owner or their representative has been assumed to be correct and complete.

This *Report* may be relied upon by *CW Capital Asset Management LLC* or their assignee. In addition, the *Report* may be relied upon by any rating agency involved in rating securities secured by, or representing an interest in, the Property Note. This *Report* may be used in connection with materials offering for sale the Property Note, or an interest in the Property Note, and in presentations to any rating agency. With respect to the foregoing, the *Report* speaks only as of the origination date of the *Report* unless specifically updated through a supplemental *Report*.

There are no intended or unintended third party beneficiaries to this *Report*, except as expressly stated herein.

EBI is an independent contractor, not an employee of either the issuer or the borrower, and its compensation was not based on the findings or recommendations made in the *Report* or on the closing of any business transaction.

Thank you for the opportunity to prepare this *Report*, and assist you with this project. Please call us if you have questions or if we may be of further assistance.

Respectfully Submitted,

Ryan Deutsch	Richard B. McKinney (661) 871-2281	Richard MacAulay
Author/Project Scientist	Reviewer/Senior Scientist	Managing Consultant

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EXECUTIVE SUMMARY

The Subject Property, known as Mission Trace Shopping Center - Servicer Loan ID#350000888, was reportedly constructed between 1984 and 1985, and consists of a multi-tenant retail center including five one-story buildings, totaling approximately 129,515± net rentable square feet, situated on five parcels of land that total approximately 12.76 acres. For the purpose of this *Report*, the five Subject Property buildings will be referred to as buildings A through E.

A vacant anchor building on the southeast portion of the property, an attached building on the southeast portion of the property occupied by Carpet Clearance warehouse, an attached building on the northeast side of the property occupied by Solid Rock Church, and two pad sites on the west side of the property occupied by a KFC restaurant and Key Bank, are within the Mission Trace Shopping Center, but are not part of the Subject Property.

The Subject Property is located in Colorado Springs, El Paso County, Colorado, at 3001-3287 South Academy Boulevard. Colorado Springs is located in north-central Colorado, and the Subject Property is approximately seven miles southeast of downtown Colorado Springs. The current tenancy is retail use.

Mr. Ryan Deutsch of EBI surveyed the Subject Property on September 15, 2005. He was accompanied by and interviewed Mr. Andy Song, the property manager and owner representative. At the time of the survey, the weather was sunny and approximately 80° Fahrenheit. During the survey, representative tenant spaces offices, mechanical spaces and/or equipment components were observed. A Pre-Survey Questionnaire was forwarded to the designated Subject Property contact and has been returned.

Below is the Assessment Summary presenting our recommended actions for the Subject Property. Additional detail regarding each recommended action is provided in *Section 7.0*.

ASSESSMENT SUMMARY TABLE

REPORT COMPONENT	SECTION(S)	CONCERN NOTED OR REPORTED	RECOMMENDED ACTIONS	ESTIMATED COST
Current Tenant or Property Use Concerns	3.2	✔	Perform Phase II investigation to evaluate subsurface conditions in vicinity of dry cleaner tenant space. Perform a Phase II investigation to evaluate subsurface conditions in vicinity of the hydraulic lifts and oil/water separator at the Goodyear Auto Service Center facility.	$7,000 to $9,000 $6,000 to $8,000
ASTs/USTs	3.3		No Further Action A 550-gallon waste oil LUST was removed from the Goodyear auto service/repair facility in 1994 (see LUST discussion below).	
Suspect Asbestos Containing Material	3.4	✔	Develop and implement an asbestos operations and maintenance plan	$500 to write the O&M Plan

ASSESSMENT SUMMARY TABLE

REPORT CONTENT	SECTION(S)	CONCERN NOTED OR REPORTED	RECOMMENDED ACTIONS	ESTIMATED COST
Radon	3.5		No Further Action	
Lead-based Paint	3.6		No Further Action	
Lead in Water	3.7		No Further Action	
Suspect PCB-containing Equipment	3.10	✔	Notify the electrical service provider of the leaking pad-transformer along the southeast side of the Subject Property	Action Item
Historical Use of Subject Property	4.0		No Further Action	
Potential Off-site Sources	3.12, 5.0		No Further Action	
Federal, State and Local Agency Concerns	5.2, 5.3, 5.4	✔	No Further Acton The Goodyear Auto Service Center removed a 550-gallon waste oil LUST in 1994. Subsequent soil samples indicated results for TRPH and BTEX analysis were below the Colorado Department of Public Health and Environment (CDPHE) regulatory levels. The Goodyear LUST was given closure by the CDPHE in 1995.	

1.0 PURPOSE & LIMITATIONS

The primary purpose of this *Phase I Environmental Site Assessment Report* (the *Report*) is to assist *CW Capital Asset Management LLC* in determining whether to acquire the Subject Property, foreclose on the Subject Property or in the underwriting of a proposed mortgage loan on the Subject Property described herein, and to identify *recognized environmental conditions* in connection with the Subject Property described in this *Report*. Reliance upon this *Report* does not extend to entities or individuals interested in purchasing the Subject Property. Amendments to EBI's limitations as stated herein that may occur after issuance of the *Report* are considered to be included in this *Report*. Payment for the *Report* is made by, and EBI's contract and *Report* extends to *CW Capital Asset Management LLC* only, in accordance with our *Standard Conditions For Engagement* and, *Authorization Letter* and *Agreement for Environmental Services*.

The additional purpose of this *Report* is to assess a parcel of *real estate* with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and *petroleum products*. As such, this practice is intended to permit *CW Capital Asset Management LLC* to satisfy one of the requirements to qualify for the *innocent landowner defense* to CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice" as defined in 42 USC § 9601(35)(B).

In defining a standard of good commercial and customary practice for conducting an *environmental site assessment* of a parcel of *property*, the goal of the processes established by this practice is to identify *recognized environmental conditions*. The term *recognized environmental conditions (RECs)* means the presence or likely presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate an existing release, a past release, or a material threat of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*. The term includes *hazardous substances* or *petroleum products* even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *RECs*.

EBI has performed this *Phase I Environmental Site Assessment* in conformance with the scope and limitations of ASTM Standard E 1527-00. This *Report* was prepared with no exceptions or deletions from ASTM Standard E 1527-00.

SCOPE OF WORK

This *Report* was prepared for the use of *CW Capital Asset Management LLC*. This *Report* has been prepared in accordance with our *Standard Conditions For Engagement* and *Authorization Letter* and *Agreement for Environmental Services* approved and signed by *CW Capital Asset Management LLC*, and with the limitations described below, all of which are integral parts of this *Report*. A copy of the signed *Standard Conditions For Engagement* and *Authorization Letter* and *Agreement for Environmental Services* is maintained at the EBI Consulting office in Burlington, Massachusetts.

The information reported was obtained through sources deemed reasonably ascertainable, as defined in ASTM Standard E 1527-00; a visual site survey of areas readily observable, easily accessible or made accessible by the Subject Property contact and interviews with owners, agents, occupants, or other appropriate persons involved with the Subject Property. Municipal information was obtained through file reviews of reasonably ascertainable standard government record sources, and interviews with the authorities having jurisdiction over the Subject Property. Findings, conclusions and recommendations included in the *Report* are based on our visual observations in the field, the municipal information reasonably obtained, information provided by the Client, and/or a review of readily available and supplied drawings and documents. EBI relies completely on the information, whether written, graphic or verbal, provided by the Subject Property contact or as shown on any documents reviewed or received from the Subject Property contact, owner or agent, or municipal source, and assumes that information to be true and correct. Although there may have been some degree of overlap in the information provided by these various sources, EBI did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of these *Environmental Services*.

The observations in this *Report* are valid on the date of the investigation. Where access to portions of the Subject Property or to structures on the Subject Property was unavailable or limited, EBI renders no opinion as to the

presence of petroleum products or hazardous substances in that portion of the Subject Property or structure. Inaccessible portions of the Subject Property are described below. In addition, EBI renders no opinion as to the presence of, or indirect evidence relating to, petroleum products or hazardous substances where direct observation of the interior walls, floor, or ceiling of a structure was obstructed by objects or coverings on or over these surfaces.

It is acknowledged that EBI judgments shall not be based on scientific or technical tests or procedures beyond the scope of the Services or beyond the time and budgetary constraints imposed by the Client. It is acknowledged further that EBI conclusions shall not rest on pure science but on such considerations as economic feasibility and available alternatives. Client also acknowledges that, because geologic and soil formations are inherently random, variable, and indeterminate in nature, the Services and opinions provided under this Agreement with respect to such Services, are not guaranteed to be a representation of actual conditions on the Subject Property, which are also subject to change with time as a result of natural or man-made processes, including water permeation. In performing the Services, EBI shall use that degree of care and skill ordinarily exercised by environmental consultants or engineers performing similar services in the same or similar locality. The standard of care shall be determined solely at the time the Services are rendered and not according to standards utilized at a later date. The Services shall be rendered without any other warranty, expressed or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

Client and EBI agree that to the fullest extent permitted by law, EBI shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by EBI's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

The ASTM Standard E 1527-00 does not encompass analytical testing to evaluate asbestos containing materials, radon, lead-based paint, drinking water quality, indoor air quality, stored chemicals, debris, fill materials, surface water, or subsurface samples (soil and groundwater) as part of a Phase I ESA. EBI performed testing at the Subject Property in accordance with the *Standard Conditions For Engagement* and, *Authorization Letter* and *Agreement for Environmental Services* and the client-specific *Scope of Work*. Unless otherwise specified herein, such testing involves screening methods intended to provide a broad and approximate evaluation of conditions at readily accessible portions of the Subject Property, limited by project constraints, and should not be construed as a comprehensive program designed to comply with a specific regulatory program. If a thorough and regulatory-compliant study is warranted based on the findings of the Phase I ESA, EBI will recommend the appropriate further investigation. In certain cases, quantitative laboratory testing is performed as part of the assessment and analyses have been conducted by an outside laboratory. EBI relies upon the data provided by the outside laboratory, and has not conducted an independent evaluation of the reliability of this data.

The assessment was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession, and in accordance with generally accepted practices of other consultants currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended. The *Report* speaks only as of its date, in the absence of a specific written update of the *Report*, signed and delivered by EBI.

Additional information that becomes available after our survey and draft submission concerning the Subject Property should be provided to EBI so that our conclusions may be revised and modified if necessary, at additional cost. This *Report* has been prepared in accordance with our Standard Conditions for Engagement, which is an integral part of this *Report*.

INACCESSIBLE OR UN-SURVEYED PORTIONS OF SUBJECT PROPERTY

There were no notable portions of the Subject Property excluded from this survey.

ABBREVIATIONS

EBI may use various abbreviations to describe various site, building or system components or legal descriptions. Not all abbreviations may be applicable to all reports. The abbreviations most often utilized are defined below.

ACM	Asbestos-containing material	HVAC	Heating, ventilating and air conditioning
AST	Aboveground storage tank	MSDS	Material Safety Data Sheet(s)
CMU	Concrete masonry unit	REC	Recognized environmental condition
EIFS	Exterior insulating finishing system	RTU	Rooftop (HVAC) unit
FOIA	Freedom of Information Act	UST	Underground storage tank
LBP	Lead-based paint	VCT	Vinyl composition tile

4.0 SUBJECT PROPERTY AND VICINITY HISTORY

EBI attempted to determine the history of the Subject Property dating back to 1940 or first developed use. However, a *data failure* occurred per 7.3.2.3 of ASTM Standard E 1527-00. Specifically, EBI attempted to review previous reports, historic aerial photographs, city directories, fire insurance maps, and conducted interviews. It should be noted that EBI could only identify records back to 1953. Regardless, based on the information obtained, it appears that the Subject Property was undeveloped prior to construction of the existing development. Gravel quarrying appears to have been conducted on the southern portion of the Subject Property sometime between 1953 and 1979. The discussion of the reviewed historical resources is provided below.

4.1 PREVIOUS ENVIRONMENTAL REPORTS

Subject Property representatives provided EBI was a previous environmental site assessment (ESA) report that was prepared for the Subject Property. In addition, EBI conducted a file review for files associated with the UST and LUST database listings for the Subject Property and the adjacent Colorado Springs fire department property. Below is a discussion of the previous ESA and documents obtained from the file review.

***Phase I Environmental Site Assessment – Mission Trace Shopping Center*, performed by ENSR Consulting and Engineering (ENSR) of Fort Collins, Colorado, dated February 22, 1999.** The ENSR report is based on a site visit conducted on February 12, 1999. The report indicates that a 550-gallon waste oil UST was removed from the Goodyear auto service/repair facility in 1994 and that subsequent soil samples indicated results for TRPH and BTEX analysis were below the Colorado Department of Public Heath and Environment (CDPHE) regulatory levels. ENSR indicates that the Goodyear LUST incident was given closure by the CDPHE in 1995.

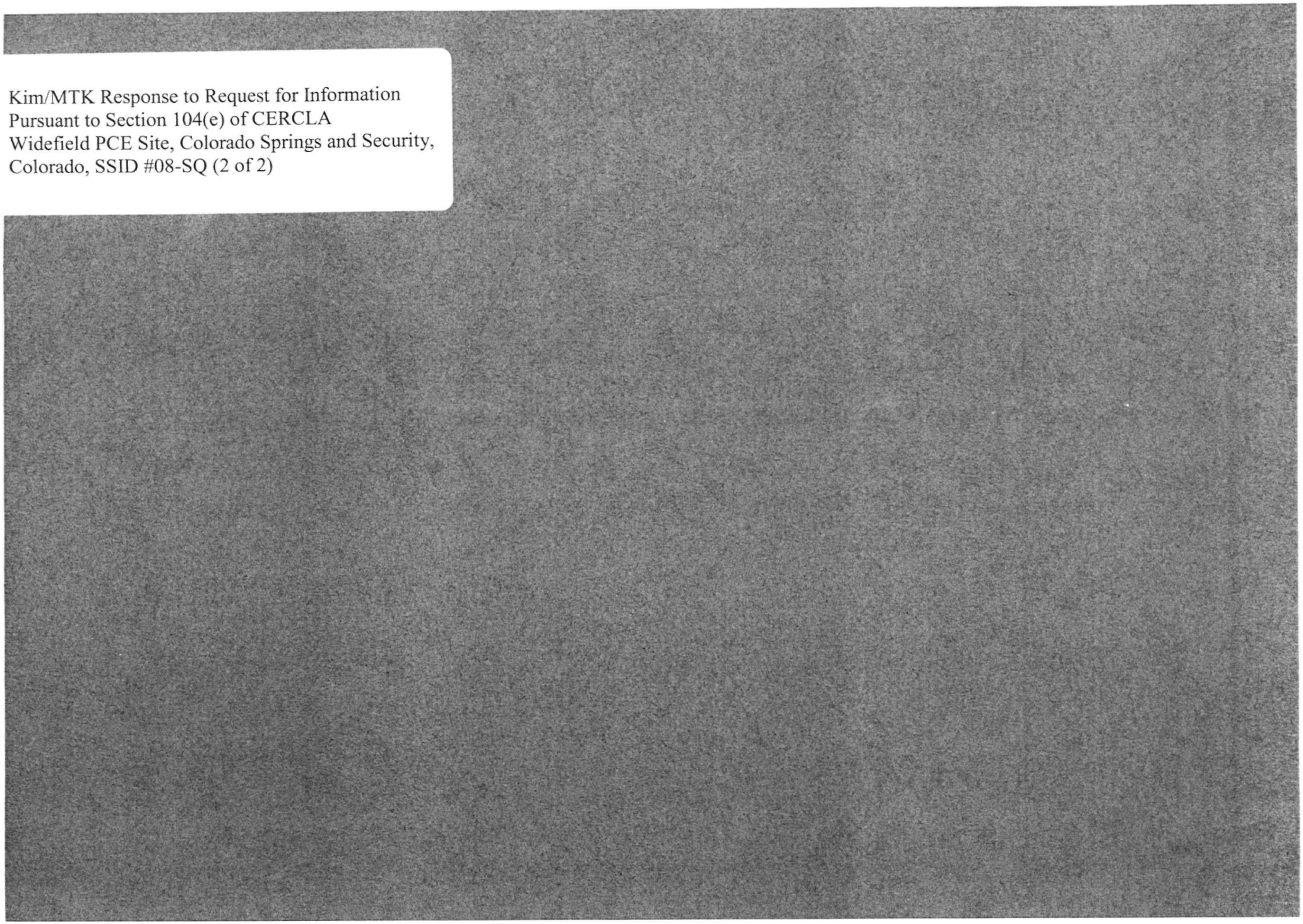
The ENSR report references a prior Phase II subsurface assessment that was performed in the vicinity of the King's One-Hour Cleaners tenant space by Fluor Daniel-GTI, Inc., in 1997. EBI was not provided with a copy of the Phase II report. Two borings were reportedly advanced inside the dry cleaner space and soil samples were collected at a depth of 10 feet below the ground surface (bgs). PCE was detected in the soil at concentrations of 4,100 parts per billion (ppb). Cis 1,2-Dichloroethane, a "daughter product" of PCE, was reported in the soil at concentrations ranging from 60 to 480 ppb. These concentrations were reportedly less than the CDPHE – Soil Cleanup Values, dated June of 2004. A third boring was reportedly advanced to a total depth of 66 bgs outside of the tenant space. Ground water was not encountered and soil samples taken from the exterior boring reportedly did not contain detectable concentrations of PCE or "daughter products" derived from PCE.

ENSR concurred with Fluor Daniel-GTI's conclusion that the contamination levels found in soil samples taken at the dry cleaner tenant space were not a cause for concern due to the depth to ground water and the evidence that PCE is degrading to 1,2-Dichlorothane. The ENSR ESA report concludes, "This assessment has revealed no evidence of recognized environmental conditions or other environmental concerns in connection with the Subject Property. No further investigation is currently recommended."

Below is documentation obtained during the LUST file review conducted for the Subject Property and an adjacent property.

The Goodyear automotive repair/service tenant of the Subject Property is listed on the UST and LUST databases (see Section 5.0 of this *Report*). An additional UST and LUST address listing corresponds to a Subject Property address; however, information obtained during a file review indicates that this listing

Kim/MTK Response to Request for Information
Pursuant to Section 104(e) of CERCLA
Widefield PCE Site, Colorado Springs and Security,
Colorado, SSID #08-SQ (2 of 2)



REBECCA L. ALMON
303.628.3606 (direct)
ralmon@irelandstapleton.com

January 4, 2016

SENT VIA HAND DELIVERY

U.S. Environmental Protection Agency
Region 8
Attn: Shawn McCaffrey (8ENF-RC)
1595 Wynkoop Street
Denver, CO 80202-1129

Re: Response to Request for Information Pursuant to Section 104(e) of CERCLA Widefield PCE Site, Colorado Springs and Security, Colorado, SSID #08-SQ

Dear Mr. McCaffrey:

This letter responds to your November 4, 2015 correspondence to Mr. Jong H. Kim regarding the above-referenced Request for Information. As an initial matter, please note that Mr. Jong H. Kim is not a proper respondent, as he is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of any part of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. Mr. Jong H. Kim is the sole Member and Manager of Mission Trace Kim, LLC, a Colorado limited liability company ("***MTK***"), which the Colorado Secretary of State has identified as delinquent since May 1, 2006. While MTK owned the Mission Trace Shopping Center, of which the Site is a part from 2002-2006, Mr. Jong H. Kim never held title to the Mission Trace Shopping Center, of which the Site is a part, (or engaged in any other activities that would make him a potentially responsible party under CERCLA) in his individual capacity.

Responses to specific questions are set forth below:

1. **Identify the person(s) answering these questions by providing their name, address, and telephone number.**

   Jong H. Kim
   P.O. Box 60609
   Colorado Springs, CO 80960
   719-638-8939

   Rebecca Almon
   717 17th Street, Suite 2800
   Denver, Colorado 80202
   303-623-2700
   ralmon@irelandstapleton.com

IRELAND STAPLETON PRYOR & PASCOE, PC
717 17TH STREET, SUITE 2800, DENVER CO 80202 TEL 303.623.2700 FAX 303.623.2062 IRELANDSTAPLETON.COM

2. **Identify the person(s) whom you wish to receive all further communications from the EPA related to the Site.**

   Jong H. Kim
   P.O. Box 60609
   Colorado Springs, CO 80960
   719-638-8939

   Rebecca Almon
   717 17th Street, Suite 2800
   Denver, Colorado 80202
   303-623-2700
   ralmon@irelandstapleton.com

3. **For each and every question contained herein, identify all persons consulted in the preparation of the answer.**

   For each question contained herein, Mr. Jong H. Kim and his son, John Kim, were consulted in the preparation of the answer.

4. **For each and every question contained herein, identify documents consulted, examined, or referred to in the preparation of the answer, or that contain information responsive to the question, and provide accurate copies of all such documents.**

   Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. As a result, Mr. Jong H. Kim is not in possession of any documents relevant to this Request for Information.

5. **Describe the relationship among you, TMP Mission Trace LLC, TMP Trace LLC, Mission Trace Kim, LLC, TMP Trace LLC PT, and King's One Hour Dry Cleaner as it relates to the Site. Provide copies of all documents related to each relationship, including, but not limited to, merger agreements, purchase agreements, property transfer documents and assumptions of liability.**

   Mr. Jong H. Kim is the sole Member and Manager of MTK, which the Colorado Secretary of State has identified as delinquent since May 1, 2006. Mr. Jong H. Kim has no relationship to the other parties listed in this question 5.

6. **Describe Respondent's activities at the Site, including the following, and provide copies of all documents relating to such activities:**

   Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the

Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. As a result, Mr. Jong H. Kim did not: (i) acquire any portion of the Mission Trace Shopping Center, of which the Site is a part; (ii) conduct any operations at the Site involving PCE or otherwise; (iii) make any changes to the Mission Trace Shopping Center, of which the Site is part; or, (iv) transfer any portion of the Mission Trace Shopping Center, of which the Site is a part, to another entity.

7. **Provide copies of all documents regarding environmental conditions at the Site including, but not limited to, any sampling information, solid and hazardous waste management plans, and any known releases of hazardous substances.**

Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. As a result, Mr. Jong H. Kim is not in possession of any documents regarding environmental conditions at the Site.

8. **Describe all waste materials that resulted from Respondent's activities at the Site. Describe the location and method of storing waste. Identify any hazardous substances contained in such wastes and provide copies of any and all documents that describe any analysis of such wastes and the results of the analysis.**

Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. Mr. Jong H. Kim never engaged in any activities at the Site and, as a result, did not engage in any activities that resulted in any waste at the Site and did not store any waste at the Site.

9. **Provide copies of any and all permits issued by State or Federal agencies related to your activities at the Site.**

Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. As a result, Mr. Jong H. Kim was never issued any permits by State or Federal agencies.

10. Identify companies or individuals that Respondent hired to perform work at the Site. Provide all documentation, including contracts, pertaining to this work. Include information about the purpose of and documentation related to Respondent's contracts at the Site.

Mr. Jong H. Kim is not a potentially responsible party under Section 107 of CERCLA. He is not a current or past owner or operator of the Mission Trace Shopping Center, of which the Site is a part, did not arrange for disposal or treatment of hazardous substances at the Site, and did not select the Site as a site for disposal or treatment of hazardous substances or transport hazardous substances to the Site for disposal or treatment. As a result, Mr. Jong H. Kim did not hire any companies or individuals to perform work at the Site.

11. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein, or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

The following persons may be able to provide more detailed or complete responses to questions contained herein, or may be able to provide additional responsive documents:

(i) Mission Trace Kim, LLC;
(ii) Charles Golding, Jr., predecessor in interest to MTK;
(iii) The Guardian Life Insurance Company of America, predecessor in interest to MTK;
(iv) The El Paso County Retirement Plan, predecessor in interest to MTK;
(v) TMP Mission Trace, LLC, predecessor in interest to MTK;
(vi) TMP Trace, LLC, predecessor in interest to MTK;
(vii) New Mission, LLC, successor in interest to MTK; and
(viii) King's One Hour Dry Cleaner, tenant at the Site prior to, during, and after TMK's ownership of the Site.

Please do not hesitate to contact me if you have any additional questions.

Sincerely,

Rebecca L. Almon/BG

Rebecca L. Almon

RLA/JEP

Enclosures

ENCLOSURE 2

NOTARIZED CERTIFICATE

I, Jong H. Kim, having been duly sworn and being of legal age, hereby state:

1. I am the person authorized to respond to the Environmental Protection Agency's (EPA's) request for information concerning the Widefield PCE Site, Colorado Springs and Security, Colorado.

2. I have made a complete and thorough review of all documents, information, and sources relevant to the request.

3. I hereby certify that the attached response to EPA's request is complete and contains all information and documents responsive to the request.

Jong H. Kim

(Signature)

Jong H. Kim

(Name)

N/A

(Title)

(SEAL)

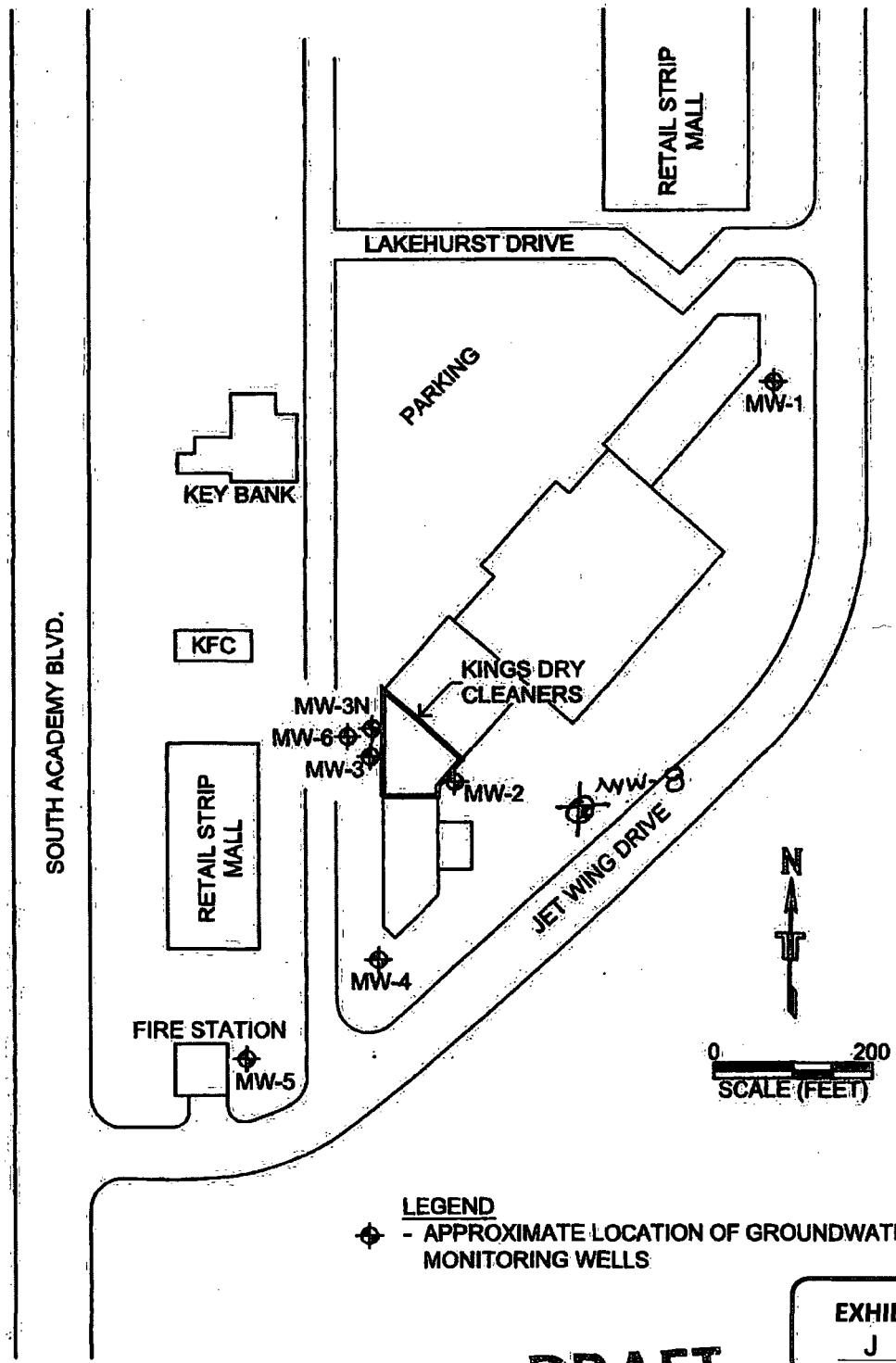
Subscribed and sworn to me this 4th day of January, 2016.
Notary Public

My Commission Expires 4/21/18

My address is 730 Citadel Dr.
Colorado Springs CO 80905

ANDREW DIAZ
NOTARY ID #20144016037
NOTARY PUBLIC
STATE OF COLORADO
My Commission expires April 21, 2018

EPA #COD981541436
M&E 1.3



LEGEND
⊕ - APPROXIMATE LOCATION OF GROUNDWATER MONITORING WELLS

EXHIBIT J

DRAFT

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 4: GROUNDWATER MONITORING WELL LOCATION DIAGRAM KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-4(MWLD).dwg	FIG. No. 4

DRAFT

Kings One Hour Cleaners
Sample Date: 10/13/11

				MW-1	MW-2	MW-3	MW-3N	MW-4	MW-5	MW-6	MW-8
Method	Parameter	Units	MCL								
8260B	Tetrachloroethene	µg/l	5	<1.0	<1.0	<1.0	<1.0	2.2	<1.0	<1.0	3.2

Notes

Report generated on: 24-Oct-11 at: 10:39 AM

DRAFT

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M&E 1.3

EPA #COD981541436
M&E 1.3

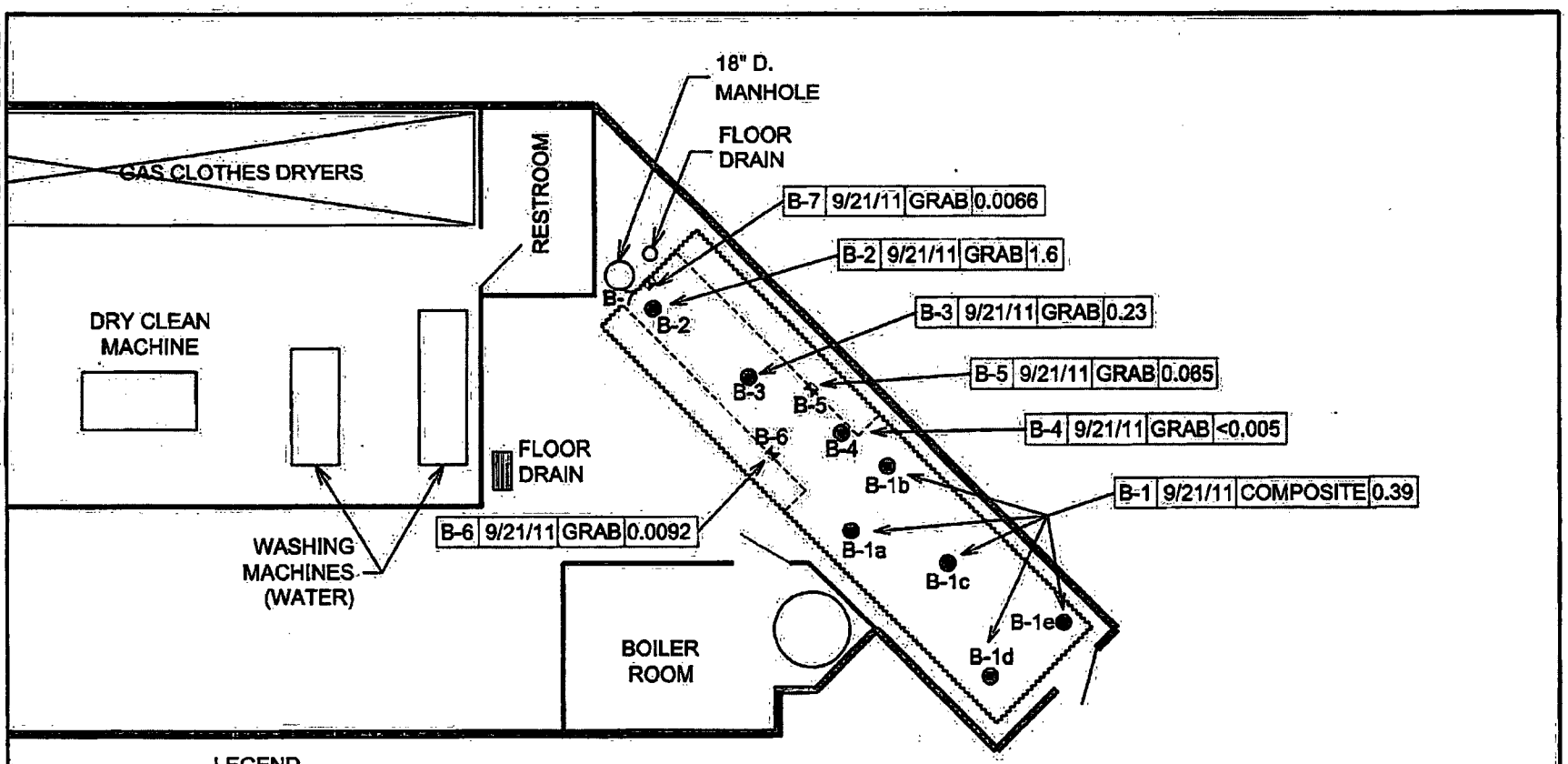
DRAFT

Table 5
Water/Groundwater Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Sample Location	Sample Date	PCE (µg/L)[1]	TCE (µg/L)
KINGS MW-1	11/5/2009	<0.5[2]	<0.5
KINGS MW-1	4/27/2010	<1.0	<1.0
KINGS MW-2	11/5/2009	0.29	<0.5
KINGS MW-2	4/27/2010	**14**[3]	<1.0
KINGS MW-3	11/5/2009	<0.5	<0.5
KINGS MW-3	4/27/2010	<1.0	<1.0
KINGS MW-3N	11/5/2009	<0.5	<0.5
KINGS MW-3N	4/27/2010	<1.0	<1.0
KINGS MW-4	11/5/2009	1.9	<0.5
KINGS MW-4	4/27/2010	2.5	<1.0
KINGS MW-5	11/5/2009	0.29	<0.5
KINGS MW-5	4/27/2010	<1.0	<1.0
KINGS MW-6	6/14/2010	<1.0	<1.0
B-1	6/25/2010	**243,000**	**14,500**
Regulatory Standard[4]:		**5**	**5**

[1] µg/L = micrograms per liter
[2] < = less than analytical detection limit
[3] Results in **bold** exceed regulatory standard
[4] Regulatory standards established by Colorado Department of Public Health and Environment (Regulation No. 41 - Basic Standards for Groundwater - October 2009)



LEGEND

B-4● - APPROXIMATE SOIL SAMPLE LOCATION (EXCAVATION FLOOR)

B-6✦ - APPROXIMATE SOIL SAMPLE LOCATION (EXCAVATION WALL)

SAMPLE I.D.	SAMPLE DATE	SAMPLE TYPE	PCE

PCE = TETRACHLOROETHENE, MILLIGRAMS/KILOGRAM

~~~~~~~~~~ - APPROXIMATE LIMIT OF EXCAVATION

DRAFT

N

0 8 FT.
SCALE

Project Mngr:	LK
Drawn By:	DJS
Checked By:	LK
Approved By:	LK
Project No.	23107012
Scale:	AS NOTED
Date:	10/11/2011

Terracon
Consulting Engineers and Scientists
4172 Center Park Dr. Colorado Springs, CO 80916
PH. (719) 597-2116 FAX. (719) 597-2117

APPROXIMATE CONFIRMATORY SAMPLE LOCATIONS

KINGS DRY CLEANER
3217 S. ACADEMY BLVD.
COLORADO SPRINGS, COLORADO

FIG. No.

C:\Data\Other Offices\Colorado Springs - No.23\23107012\Confirmatory Sample Locations\23107012-kd.dwg

EPA #COD981541436
M&E 1.3
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Technical Documents

Tech. Docs. · Groundwater

HydraSleeve™

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A New No-Purge, Non-Displacement Groundwater Sampler

What Is It?

The HydraSleeve sampler is designed to collect representative water samples from monitoring wells without purging. The disposable sampler collects a discreet sample from only the "fresh formation" water in the screened interval of the well. It is fast, inexpensive, simple to use, generates no purge water and collects a sample suitable for all analytical parameters.

Why It Works

The accepted protocol for sampling monitoring wells has required the removal of 3 to 5 times the volume of standing water in the well screen, casing and the surrounding filter pack prior to collecting a sample for analysis. This was done to assure that the fluid collected came from the formation and did not contain stagnant water from the non-perforated portion of the well. Using traditional sampling devices such as bailers or various pumping systems made this a time consuming (usually 1 to 2 hours per well) and costly process. If the well was contaminated, the water had to be containerized and disposed of in an acceptable manner. Disposal of groundwater that qualifies as a hazardous material can cost over $200 for a 55 gal drum. When multiple wells are sampled the costs quickly mount. Obviously, the less water that has to be removed prior to collecting a sample the better.

There has always been a strong interest in simplifying groundwater sampling by reducing the purge water and time required to complete a traditional sampling event. Over the past several years new methods and tools have been introduced to accomplish these objectives. Low flow sampling, passive diffusion sampling and, in special cases, no purge sampling using conventional bailers have been tested. These technologies are gradually being accepted as alternatives to the traditional purge and sample methods.

The underlying principal behind all of these new sampling methods is based on the premise that the screened interval is constantly in dynamic equilibrium with the aquifer. Numerous studies have shown that the flow of groundwater through the screen is mostly horizontal and laminar, with little or no mixing with the overlying water column. The HydraSleeve Sampler utilizes this principal to provide an inexpensive tool to sample monitoring wells for all parameters without generating purge water.

Page < 1 - 2 - 3 >

EPA #COD981541436
M&E 1.3

Terracon

April 22, 2010

Mr. Carl Spreng
Colorado Department of Public Health and Environment
HMWMD-HW-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Phone: 303-692-3358
Email: carl.spreng@state.co.us

Re: Work Plan for a Phased Corrective Action Plan (CAP)
Kings One Hour Cleaners
3217 South Academy Boulevard
Colorado Springs, Colorado
Terracon Project No. 23107012

Dear Mr. Spreng:

On behalf of New Mission, LLC, Terracon Consultants, Inc. (Terracon) is providing this proposed work plan for your approval. The proposed scope of work is in response to a request by the Colorado Department of Public Health and Environment (CDPHE) to investigate and develop an appropriate remedial response action for a reported release of hazardous waste from the above referenced site.

We understand that CDPHE initiated an investigation of tetrachloroethylene (PCE) in groundwater in response to a detection of PCE in the City of Security's Groundwater Well S-14. The investigation included the installation and sampling of a series groundwater monitoring wells extending north (and hydrologically upgradient) from well S-14 in an attempt to locate potential sources of PCE. The investigation included installation of six groundwater monitoring wells in the vicinity of the site, which is currently occupied by Kings One Hour Cleaners. Based on analytical data obtained from their recent investigation, review of previous environmental reports prepared for the site, and inspections and interviews with the operators of Kings One Hour Cleaners, CDPHE concluded that releases of PCE from the site had occurred and that these releases had potentially impacted groundwater.

During our meeting on March 18, 2010, CDPHE representatives requested that New Mission, LLC conduct an investigation of the release and potential source areas. The results of the investigation would be used to develop a Phased Corrective Action Plan (CAP) and appropriate remedial response plan. The CAP would describe the results of the investigation, proposed clean-up goals, and proposed remedial response.

Corrective Action Plan
Kings One Hour Cleaners
Colorado Springs, Colorado
Project No. 23107012
April 22, 2010

Terracon

On April 5, 2010, Terracon conducted a site visit and interviewed the tenant of Kings One Hour Cleaners to identify current and previous locations of dry cleaning equipment, cleaning fluid storage areas, and locations of floor drains, and disposal area(s). The tenant identified one previous and one current dry cleaning machine locations, fluid storage areas, and a historic disposal area within the parking lot west of the store's front door. The tenant did not identify other historic disposal areas and visual indications of other potential disposal areas were not observed during the site visit.

This work plan describes the proposed investigation phase of the CAP and is based on information provided by CDPHE, New Mission, LLC, and Kings One Hour Cleaners. The remedial design phase will follow based on the results of the investigation.

SITE INVESTIGATION

Groundwater Monitoring Well Installation

Terracon will mobilize a truck-mounted drill rig to the site to perform additional subsurface soil and groundwater investigation activities in the area of the historical disposal location. Prior to mobilization, Terracon will prepare a safety and health plan to be used by our personnel during field services. At this time, we anticipate that a USEPA Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots will be required by all personnel in the work area. It may become necessary to upgrade this level of protection in the event that chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

One exterior soil boring will be advanced at the site. The soil boring will be advanced in the area of the reported disposal location using a truck-mounted drill rig and hollow/solid stem auger drilling techniques. The soil boring will be advanced to a maximum depth of approximately 10 feet below the water table (as observed during drilling). Based on data provided by CDPHE, the depth to groundwater is expected to be approximately 80 feet below ground surface (bgs).

Soil samples will be collected in advance of the augers at approximately 5-foot intervals using a split-spoon sampling tool. Soil samples will be evaluated in the field relative to lithology, color and relative moisture content. In addition, the samples will be field screened using sensory methods and a photoionization detector (PID) to detect the presence of volatile organic compounds (VOCs).

Drilling equipment will be cleaned using a high-pressure washer prior to beginning the project. Non-dedicated sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse before commencement of the project and prior to collection of each soil sample.

Soil cuttings and cleaning solutions will be containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition.

The boring will be completed as a groundwater monitoring well. The monitoring well will consist of 2-inch diameter Schedule 40 PVC well pipe and 0.020-inch factory perforated screen. The wellheads will be protected using a traffic-rated cover installed flush with the surrounding asphalt pavement.

The groundwater monitoring well will be developed following installation using standard surging and purging methodology to prepare the well for subsequent groundwater sampling. Purge waters will be containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition.

The location and elevation of the groundwater monitoring well will be measured relative to the existing on-site wells.

Groundwater Sampling

Terracon will collect groundwater samples from the newly installed groundwater monitoring well and the six groundwater monitoring wells installed on the site by CDPHE (identified by CDPHE as Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4, and Kings MW-5).

The wells will be purged prior to sampling using standard purging methodology. Purge waters will be containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition.

The groundwater samples will be placed in laboratory prepared containers, labeled, and placed on ice in a cooler which will be secured with a custody seal. The samples and completed chain-of-custody forms will be transported to the selected analytical laboratory for normal (10-day) turnaround.

Corrective Action Plan
Kings One Hour Cleaners
Colorado Springs, Colorado
Project No. 23107012
April 22, 2010

Interior Soil Borings

A total of eight interior soil borings will be advanced on-site. Soil borings will be advanced adjacent to the identified locations of present and historic dry cleaning equipment (two borings at each location), cleaning fluid storage areas (two borings), and floor drains (two borings) using concrete coring and hand auger equipment. The interior soil borings will be advanced to a maximum depth of approximately 10 feet bgs or until refusal or boring collapse, whichever occurs first.

Soil samples will be collected continuously to document lithology, color and relative moisture content. In addition, the samples will be field screened using sensory methods and a PID to detect the presence of VOCs.

Following completion of sampling activities, borings will be backfilled with bentonite pellets, then hydrated and grouted to the surface.

Sampling Program

Terracon's soil sampling program will consist of the following:

- Collection of two soil samples from the exterior soil boring at near surface (5 to 10 feet bgs) depth and in the vadoze zone above the observed water table
- Collection of one soil sample from each of the interior soil borings at depths observed to have the greatest degree of impact as determined by the environmental professional
- Collection of seven groundwater samples

Laboratory Analytical Program
The soil and groundwater samples collected from the soil borings and monitoring wells will be analyzed for VOCs, including PCE, using the following methods:

Analysis	Sample Type	Laboratory Method
VOCs	Soil	SW-846 Method 8260B
VOCs	Water	SW-846 Method 8260B

Reporting

Upon completion of site activities and receipt of the laboratory analytical results, a final report will be prepared that will include the following:

- Documentation of field activities
- Map showing soil boring/monitoring well locations
- Soil boring/well completion logs
- Analytical laboratory results
- Data evaluation and presentation of findings
- Recommendations regarding further action

The report may also contain a risk assessment that will provide information regarding potentially exposed individuals, potential exposure concentrations and the associated potential exposure pathways. The results of the risk assessment will be used to develop potential remedial objectives and methods for the site.

Respectfully submitted,
Terracon Consultants, Inc.

Paul Millet, P.E.
Environmental Engineer
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Lawrence R. Keefe
Principal | Office Manager

C. Matt Craddock – New Mission, LLC

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M&E 1.3

EPA #COD981541436
M&E 1.3

Terracon

September 30, 2010

Mr. Carl Spreng
Colorado Department of Public Health and Environment
HMWMD-HW-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Phone: 303-692-3358
Email: carl.spreng@state.co.us

Re: Phased Corrective Action Plan (CAP)
Kings One Hour Cleaners
3217 South Academy Boulevard
Colorado Springs, Colorado
Terracon Project No. 23107012

Dear Mr. Spreng:

On behalf of New Mission, LLC, Terracon Consultants, Inc. (Terracon) is providing the enclosed Phased Corrective Action Plan for the subject site. This report is in response to a request by the Colorado Department of Public Health and Environment (CDPHE) to investigate and develop an appropriate remedial response action for a reported release of hazardous waste from the above referenced site. The investigation described in the report and proposed remedial approach are in generally accord with approved Work Plan dated April 22, 2010

Please do not hesitate to contact me should you have any question or require additional information.

Respectfully submitted,
Terracon Consultants, Inc.

Lawrence R. Keefe
Principal | Office Manager
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C. Matt Craddock – New Mission, LLC

EPA #COD981541436
M&E 1.3

INTEGRATED (PHASED) CORRECTIVE ACTION PLAN

KINGS ONE HOUR CLEANERS
3217 SOUTH ACADEMY BOULEVARD
COLORADO SPRINGS, COLORADO
September 30, 2010
Project No. 23107012

Prepared for:
New Mission LLC
Colorado Springs, Colorado

Prepared by:
Terracon Consultants, Inc.
Colorado Springs, Colorado

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Employee-Owned terracon.com

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Geotechnical ▢ Environmental ▢ Construction Materials ▢ Facilities

EPA #COD981541436
M&E 1.3

Terracon

September 30, 2010

New Mission LLC
337 E. Pikes Peak Avenue, Suite 200
Colorado Springs, CO 80903

Attn: Matthew R. Craddock

Re: Integrated (Phased) Corrective Action Plan
Kings One Hour Cleaners
3217 South Academy Boulevard
Colorado Springs, Colorado
Terracon Project No. 23107012

Dear Mr. Craddock:

Terracon Consultants, Inc. (Terracon) has prepared the Integrated (Phased) Corrective Action Plan (CAP) for the above-referenced location (the site), which is included as an attachment to this letter. The CAP summarizes activities and findings associated with the environmental investigation work performed at the site. The CAP also presents proposed remedial response actions and clean-up goals as well as additional related activities. Activities associated with the CAP were performed in general accordance with the *Work Plan for a Phased Corrective Action Plan*, prepared by Terracon on behalf of New Mission LLC as requested by the Colorado Department of Public Health and Environment, and dated April 22, 2010.

Terracon appreciates the opportunity to be of service to you on this project. If you have any questions regarding this report please do not hesitate to contact us at our Colorado Springs, Colorado office.

Sincerely,
TERRACON CONSULTANTS, INC.

Paul Millet, P.E., CHMM
Project Environmental Engineer

Lawrence R. Keefe
Principal / Office Manager

FOR

Dean R. Parson, P.E.
Principal

Attachment

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EPA #COD981541436
M&E 1.3

INTEGRATED (PHASED) CORRECTIVE ACTION PLAN

KINGS ONE HOUR CLEANERS
3217 SOUTH ACADEMY BOULEVARD
COLORADO SPRINGS, COLORADO

PROJECT NO. 23107012
SEPTEMBER 30, 2010

1.0 INTRODUCTION

On behalf of New Mission LLC, Terracon Consultants, Inc. (Terracon) has prepared this Integrated (Phased) Corrective Action Plan (CAP) for the above-referenced location (the site). Activities discussed in the CAP were performed in general accordance with the *Work Plan for a Phased Corrective Action Plan* (Work Plan), prepared by Terracon as requested by the Colorado Department of Public Health and Environment (CDPHE), and dated April 22, 2010. The CAP summarizes activities and findings associated with performance of an environmental investigation at the site, and presents proposed remedial response actions and clean-up goals as well as additional related activities. Field activities were generally performed over the approximate period April 1, 2010 to August 31, 2010.

1.1 Site Description / Background

Site Name	Kings One Hour Cleaners
Site Location/Address	3217 South Academy Boulevard, Colorado Springs, Colorado
General Site Description	Former dry cleaning business

The site is a tenant space located at 3217 South Academy Boulevard within the Mission Trace Shopping Center complex. The complex is owned by New Mission, LLC. The site, formerly occupied by Kings One Hour Cleaners (Kings), a dry cleaning business, has been vacant since approximately August 2010. Remaining dry cleaning and laundry is scheduled to be removed from the space in early October 2010.

The tenant spaces immediately north (east) of the site are vacant. Residential areas lie further to the north, east and south of the site, and commercial properties lie to the west.

In 2006, a limited site assessment was reportedly performed at the site by EDI Services, Inc. The assessment, consisting of soil boring and sampling, was performed east of and approximately adjacent to the Kings tenant space. Based on soil samples collected from the

borings (reportedly advanced to depths ranging from approximately 25 feet below ground surface (bgs) to 50 feet bgs) and submitted for analytical testing, concentrations of volatile organic compounds (VOCs), including tetrachloroethylene (PCE) and trichloroethylene (TCE), were not reported above the laboratory analytical detection limits. Groundwater was reportedly not observed in the borings during this investigation.

In 2007, CDPHE initiated an investigation of potential sources of PCE and TCE observed in water samples reportedly collected and tested from the Widefield Aquifer, specifically water supply well S-14. Groundwater assessment activities performed by CDPHE reportedly consisted of monitoring well installations and groundwater sampling. The assessment identified an apparent plume of dissolved-phase PCE / TCE in groundwater that was estimated to extend from Well S-14 northeast to the vicinity of the Kings site. Based on this information, CDPHE identified the Kings site as a potential source of the observed PCE groundwater impact to the Widefield Aquifer.

A topographic and site / vicinity maps are included as Figures 1 and 2 (Appendix A), respectively.

1.2 Objective

The objective of the Integrated (Phased) CAP investigation was to obtain additional sampling data and information to help assess the nature and extent of potential subsurface PCE impacts beneath the site. Specifically, information obtained during this assessment was designed to help assist in evaluating the source potential of the site.

1.3 Standard of Care

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time period. Terracon makes no warranties, either express or implied, regarding the findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These CAP services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal and were not restricted by ASTM E1903-97.

1.4 Additional Scope Limitations

Findings, conclusions and recommendations resulting from these services are based upon information derived from the on-site activities performed by Terracon, and on other information provided to Terracon; such information is subject to change over time.

Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this CAP. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

1.5 Reliance

This report has been prepared for the exclusive use of New Mission, LLC and any authorization for use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of New Mission, LLC and Terracon. Any unauthorized distribution or reuse is at the client's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions and limitations stated in the proposal, CAP report, and Terracon's Terms and Conditions. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to the client and all relying parties unless otherwise agreed in writing.

2.0 FIELD ACTIVITIES

Subsurface exploration activities at the site generally included the drilling of six shallow indoor soil borings and drilling and installation of one on-site groundwater monitoring well west of the Kings tenant space. Soil and groundwater (if observed) samples were collected from the soil borings and monitoring wells (new and existing), and submitted for laboratory analyses.

Prior to commencing subsurface field investigation activities, Terracon contacted the Utilities Notification Center of Colorado (UNCC) to mark the locations of public utilities within the study area. In addition, invasive activities were performed under USEPA Level D work uniform consisting of hard hat, safety glasses, protective gloves / nitrile gloves and steel-toed boots.

2.1 Soil Borings

A total of six interior soil borings (B-1, B-3, B-5, B-6, B-7 and B-8) were advanced at selected locations indoors at the site. Two interior soil borings (B-2 and B-4) were not completed as described below. Specifically, soil borings were advanced adjacent to the identified or estimated locations of present and historic dry cleaning equipment (one to two borings at each location), PCE solvent storage area (one boring), and two floor drains (one boring adjacent to each drain) using concrete coring and hand auger equipment. Borings B-2 and B-4 were not advanced at the site due to their close respective proximities to borings B-1 and B-3, and the field-indicated (based on photoionization detector [PID] readings) VOC soil impacts observed in borings B-1 and B-3. The interior soil borings were advanced to depths ranging from approximately 5 to 7 feet bgs.

Soil samples were collected continuously to document lithology, color and relative moisture content. In addition, the soil samples were field screened using sensory methods and a PID to detect the presence of VOCs. Based on PID reading, one soil sample was collected from each boring for laboratory analyses of the VOC compounds. Water sample was also collected from boring B-1 due to a perched ground water or potentially leakage from subsurface utilities at the site. A water sample was collected from this boring using a disposable polyethylene bailer and submitted for VOC analyses.

Following completion of sampling activities, the interior borings were backfilled to near ground surface with bentonite pellets and hydrated using potable water. The borings were subsequently grouted to slab surface using concrete.

The approximate locations of the indoor soil borings are shown on Figure 3 (Appendix A). The soil PID readings at depth for each boring are summarized in Table 1 (Appendix B). Boring logs for the indoor borings are included in Appendix C.

2.2 Groundwater Monitoring Well Installation

Terracon mobilized a truck-mounted drill rig to the site and drilled / installed one groundwater monitoring well (MW-6). The well was installed approximately 40 feet west of the tenant space using 7.25-inch outside diameter hollow stem augers. This location was identified by the former tenant where dry cleaning equipment separator waste had been disposed of in the past.

The well was installed at a depth of approximately 89 feet bgs and consisted of 2-inch schedule 40 PVC well pipe / factory-perforated screen (15 feet of well screen [0.020-inch slot] and approximately 74 feet of riser); silica sand (10 / 20) from the bottom of the well

to approximately 2-feet above the top of the well screen; and bentonite clay to ground surface. The well was completed at ground surface with a lockable well cap and steel traffic-rated well cover installed approximately flush with the surrounding pavement. Groundwater was observed at a depth of approximately 80 feet bgs in boring MW-6.

Soil samples were collected in advance of the augers at approximately 5-foot intervals using a split-spoon sampling tool. Soil samples were evaluated in the field relative to lithology, color and relative moisture content. In addition, the samples were field screened using sensory methods and a PID to detect the presence of VOCs.

Drilling equipment was cleaned using a high-pressure washer prior to beginning the project. Non-dedicated sampling equipment was cleaned using an Alconox® detergent wash and potable water rinse before commencement of the project and prior to collection of each soil sample.

Soil cuttings and cleaning solutions were containerized in DOT-approved steel 55-gallon drums with lids and staged on the south side of the site (building) adjacent to the back door.

Following installation, the groundwater monitoring well was developed using standard surging and purging methodology and a disposable polyethylene bailer to prepare the well for subsequent groundwater sampling. Well development waters were containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location approved by the property owner pending disposal disposition.

The approximate location of groundwater monitoring well MW-6 in shown on Figure 4 (Appendix A). The soil PID readings at depth for boring MW-6 are summarized in Table 2 (Appendix B). The boring log for boring MW-6 is included in Appendix C.

2.3 Groundwater Sampling

Depth to groundwater was measured using an interface probe in the newly-installed well MW-6 and each of the existing six groundwater monitoring wells previously installed at / near the site by CDPHE (identified by CDPHE as Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5). Following each measurement, the interface probe was cleaned using a detergent solution and distilled water rinse to reduce the potential for cross-contamination.

Following depth to groundwater measurements, each monitoring well was purged a minimum of three casing volumes using a dedicated disposable polyethylene bailer until groundwater quality parameters (pH, specific conductivity and temperature) had stabilized. Wells that were

observed to purge dry prior to removal of three casing volumes were allowed to recharge sufficiently prior to sampling. One groundwater sample was subsequently collected from each of the purged wells using a dedicated disposable polyethylene bailer.

The groundwater samples were placed in laboratory prepared containers, labeled, and placed in an iced cooler maintained at 4°C ±2°C, and secured with a custody seal. The samples and completed chain-of-custody forms were transported to the selected analytical laboratory for normal (5-7 day) turnaround.

Purge waters were containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location approved by the property owner pending disposal disposition.

The approximate location of the groundwater monitoring wells sampled are shown on Figure 4 (Appendix A). The water elevation information measured during October 2009 and April 2010 are summarized in Table 3 (Appendix B).

3.0 LABORATORY ANALYTICAL PROGRAM

The soil and water samples collected from the indoor boring were transported to Pace Analytical located in Lenexa, Kansas for analytical testing. Soil and groundwater samples collected from the groundwater monitoring wells were transported to Environmental Science Corporation located in Mt. Juliet, Tennessee for analytical testing. VOC analyses were performed using the following methods:

Analysis	Sample Type	Laboratory Method
VOCs	Soil	SW-846 Method 8260B
VOCs	Water	SW-846 Method 8260B

4.0 RESULTS

Analytical testing results reported for the indoor soil borings and groundwater monitoring wells are discussed below.

4.1 Site Hydrogeology

Based on the soil boring logs for well MW-6 and wells Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5 (provided by CDPHE), the subsurface soils generally consist of silty / clayey sands underlain by silty / clayey sands / gravels. Further, the upper silty / clayey sand layer appears to generally decrease in

thickness from north to south across the site area. Specifically, the upper layer thickness appears to narrow from approximately 35 feet near well Kings MW-1 northeast of the site to approximately 25 feet near well Kings MW-5 southwest of the site.

Based on the depth to groundwater measurements and well survey coordinates (provided by CDPHE) for wells Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5, the groundwater flow direction beneath the site is estimated to be generally to the southwest during April 2010. This flow direction appears to be in general agreement with historic estimates.

The estimated piezometric surface beneath the site during for April 2010 is shown on Figure 5 (Appendix A). The interpreted geologic cross-section A – A' between wells Kings MW-1 and Kings MW-5 are depicted in Figures 6 and 7 (Appendix A).

4.2 Soil Borings

Indoor

Based on reported VOC results for soil samples collected from the indoor soil borings, PCE impacts exceeding the CDPHE Colorado Soil Evaluation Values (CSEV) (residential) guidance value of 0.45 mg/kg were observed in borings B-1 (1,930 mg/kg), B-3 (2.45 mg/kg) and B-5 (2.16 mg/kg). The locations of these three borings reportedly corresponded to areas where historic PCE storage, former dry cleaning (machine) operations and a floor drain, respectively, are located. Indications of significant soil impacts in the areas where a second floor drain and a recent dry cleaning (machine) are located were not observed.

Based on PID readings measured for the soil samples collected from the six interior borings (see Table 1), the vertical VOC impact observed in borings B-6, B-7 and B-8, was observed to be approximately 3 to 6 feet bgs. The vertical VOC impacts for borings B-1, B-3 and B-5 is estimated to extend below the depth of these borings, approximately 4 to 7 feet bgs. PID readings provide screening-level information and may not necessarily correlate with actual soil analytical testing concentrations.

With the exception of boring B-1, water was not observed in the borings. Boring B-1, advanced to a depth of approximately 5 feet bgs, appeared to accumulate approximately 5-inches of water. A sample of this water was collected and submitted for analytical testing. The PCE and TCE concentrations in the water sample collected was reported at 243,000 micrograms per liter (µg/L) and 14,500 µg/L, respectively. Concentrations of cis-1,2-dichloroethene (cis-1,2-DCE) and vinyl chloride (VC), typical daughter products

due presumably to anaerobic biologic degradation of PCE and TCE, were also reported at23,500 µg/L and 2,090 µg/L, respectively.

The source of the water observed in boring B-1 is not known, but may be related to a potential sub-slab drain or sewer piping observed in the vicinity of boring B-1. To help remove, to the extent practical, water and free liquids observed in boring B-1, a vacuum truck was mobilized to the site in an attempt to remove the liquids observed. An extraction pipe was inserted into boring B-1. A vacuum was applied to the pipe for approximately 3 hours to extract soil gas and liquids from the boring. Approximately 3 gallons of liquid was recovered from the boring and placed in a 55-gallon drum. The drum is presently located within the tenant space pending off-site disposal in the future.

The reported PCE and TCE analytical results for soil samples collected from the borings are shown in Table 4 (Appendix B). The PCE and TCE concentrations reported for the water sample collected from boring B-1 are shown in Table 5. Soil and water (boring B-1) laboratory reports / chain of custody forms are provided in Appendix D.

Monitoring Well MW-6

Two soil samples were collected from boring MW-6 during drilling and were submitted for VOCs analyses. Concentrations of the VOC compounds (including PCE and TCE) were not reported at or above the laboratory analytical detection limits.

The reported PCE and TCE analytical results for the soil samples collected from boring MW-6 are shown in Table 6 (Appendix B). The laboratory report / chain of custody form for the boring soils are provided in Appendix D.

4.3 Groundwater Monitoring Wells

Excluding well Kings MW-2 (located approximately 30 feet south-southeast of boring B-1), groundwater samples collected from monitoring wells Kings MW-1, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5 (previously installed by CDPHE) and monitoring well MW-6 (installed by Terracon) did not reportedly contain VOC concentrations at or above respective regulatory standards (where established by CDPHE). The groundwater sample collected from well Kings MW-2 reportedly had a PCE concentration of 14 µ/L. Further, excluding well Kings MW-2, potential daughter products of PCE / TCE degradation such as cis-1,2 DCE or VC were not reported above laboratory analytical detection limits. Cis-1,2-DCE was reported in the groundwater sample collected from well Kings MW-2 at a concentration of 1.7 µg/L.

The reported PCE and TCE analytical results for the groundwater samples collected from the monitoring wells sampled are shown in Table 5. The laboratory report / chain of custody form are provided in Appendix D.

5.0 INVESTIGATION CONCLUSIONS

The following conclusions are based on findings and observations of site activities performed in general accordance with the approved Work Plan dated April 2010during the period April-August 2010:

- PCE concentrations reported for soil samples collected from indoor soil borings B-1 (1,930 mg/kg), B-3 (2.45 mg/kg) and B-5 (2.16 mg/kg) exceeded the CDPHE guidance value established for residential land use (0.45 mg/kg);

- Based on PID readings measured for soil sample collected from the soil borings, the indoor impacted soils in the vicinities of borings B-1 and B-5 are estimated to extend from approximately 2 feet bgs to at least 5 to 7 feet bgs and possibly deeper. The indoor impacted soils in the vicinity of boring B-3 are estimated to extend from approximately ground surface to deeper than 7 feet bgs;

- Indoor impacted soils are estimated to be centered in the area of boring B-1 and extend generally northwestward to the vicinity of boring B-5;

- Water/liquids were observed in borehole B-1 at a depth of approximately 4.5 feet bgs during drilling. The PCE and TCE concentrations in the water sample collected was reported at 243,000 micrograms per liter (µg/L) and 14,500 µg/L, respectively. Concentrations of cis-1,2-dichloroethene (cis-1,2-DCE) and vinyl chloride (VC), typical daughter products due presumably to anaerobic biologic degradation of PCE and TCE, were also reported at 23,500 µg/L and 2,090 µg/L, respectively.

  The source of the water observed in boring B-1 is not known, but may be related to a potential sub-slab drain or sewer piping observed in the vicinity of boring B-1.

- Depth to groundwater observed at the site is approximately 80 feet bgs;

- Based on groundwater measurements collected from monitoring well MW-6 (installed by Terracon) and monitoring wells Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5 (installed by CDPHE), groundwater flow direction was estimated to be generally to the southwest;

- Based on groundwater samples collected from monitoring wells MW-6, Kings MW-1, Kings MW-3, Kings MW-3N, Kings MW-4 and Kings MW-5, the analytical testing reported concentrations of VOC compounds in groundwater (including PCE and TCE) were below CDPHE established regulatory levels. The groundwater sample collected from monitoring well Kings MW-2, located approximately 30 feet south-southeast (estimated to be hydraulically cross-gradient of the Kings tenant area) of boring B-1, the analytical testing reported a PCE concentration (14 µg/L) above the CDPHE regulatory limit of 5 µg/L; and

- The shallow soil and water PCE and TCE impacts observed beneath the site indicate that the site is potentially source area of the groundwater impacts observed hydraulically down-gradient from the site.

6.0 PROPOSED CORRECTIVE ACTION

Information reportedly provided to CDPHE by the former Kings operators regarding historic management and disposal practices at the site identified that outdoor areas adjacent to the west and east sides of the Kings tenant space may be sources of PCE released to the subsurface soils and groundwater. However, soil borings drilled and soil samples collected/tested in these areas (Terracon; EDI Services, Inc.) reportedly did not detect the presence of PCE in soils. Based on this sampling results, and sampling/testing conducted inside the Kings tenant space, the PCE source(s) at the site appear to be associated with historic PCE use and storage reportedly conducted indoors, e.g., areas in the vicinities of indoor borings B-1, B-3 and B-5.

Information or data does not exist regarding the nature of the subsurface impacts. The estimated lateral and vertical extents of PCE impacted soils beneath the site are unknown at this time. Specifically, the apparent soil contamination source below the indoor areas may or may not extend to the ground water table (89 feet bgs) as a zone PCE contamination. The migration and/or dispersion of PCE contamination may occur in more discrete high-permeability 'channels' or soil fractures below grade.

Based on these assessments and data, Terracon recommends corrective actions target the potentially shallow impacted soils / water within the approximate footprint of the apparent indoor source areas. Mitigation of these areas is estimated to help reduce future potential impacts to groundwater beneath the site.

Generally, the proposed corrective actions include a limited indoor over-excavation of soils to the extent practicable (e.g., within constraints posed by the building structure, foundations, and utilities). After the over-excavation program indoors is completed, confirmation soil sampling and testing will be completed to evaluate if additional

corrective actions should be implemented such as soil vapor extraction SVE. The potential injection of chemical oxidants to help treat and destroy the PCE contamination in soil will be evaluated. Terracon is concerned at this time that the application of treatment chemicals could also mobilize contamination in soil down to the groundwater table increasing contamination in groundwater at the site. The collection of soil samples after the over-excavation program will help assess if the application of chemical oxidants is recommended for further subsurface treatment.

Recommended corrective actions and associated field activities are discussed in the sections.

- **Sanitary Sewer Location and Concrete Floor Removal**

During performance of the indoor soil borings, a subsurface pipe was encountered just below the concrete floor that appeared to be a sewer line that extended from the floor drains to the general area of borings B-1, B-3 and B-5. As-built drawings for the tenant space are not known to exist and were not available for Terracon. The pipe appears to be a sanitary sewer line servicing the two floor drains adjacent to borings B-5 and B-6. If PCE liquids or PCE contaminated water were historically disposed at either of these floor drains, there is a potential the sewer pipe maybe damaged; liquid conveyance integrity is compromised; potential leakage may explain the PCE contaminated shallow water observed in boring B-1; and the elevated PCE concentrations observed in soil samples collected from borings B-1, B-3 and B-5. The proposed remedial activities include removing the concrete floor over a wide area on the east end of the tenant space to help locate, identify, and assess the sanitary sewer line integrity. A plumbing contractor may also be used initial to scope the sewer lines to help assess their integrity and their specific routing

To facilitate subsequent limited soil excavation, sufficient concrete floor will be removed to also allow access to help assess impacted soils at the site.

- **Limited Indoor Soil Excavation**

Based on findings of the Work Plan soil borings, PCE-impacted soils appears to extend in an area where borings B-1 and B-5 are located. As discussed previously, the sanitary sewer piping in the vicinity of these borings potentially may be leaking and either causing or contributing to the shallow water observed at boring B-1 and elevated PCE concentrations in soils observed proximal to boring B-1, and impacted soils near borings B-3 and B-5The proposed soil over-excavation program will help provide limited shallow regions with PCE concentrations exceeding CDPHE guidance levels to be removed and

reduce the potential impacts to the subsurface groundwater. In addition, the sanitary sewer pipe(s) in the excavated areas will be assessed and if needed replaced.

Soil over-excavation is anticipated to be performed at this time using a combination of hand excavation and vacuum suction methods or similar techniques. Care will be exercised to help minimize the potential to damage subsurface utilities, foundations and building structure. Soil samples will be collected from selected floor and wall locations of the excavation for field screening with a PID and for submittal to a laboratory for VOCs analysis.

The extent (lateral and vertical) of excavation will be assessed on PID measurements and field observations. However, extensive over-excavation at depth and laterally may not be possible due to limitations on access to the excavation and/or the potential to compromise the building foundation and structure. The over-excavation operations may be limited and contaminated soils left in-place that cannot be safely or practically removed.

Excavated soils will be segregated into dumpsters and/or drums by observation and PID screening for testing. Soil samples will be collected and composited of the removed soils and submitted to a laboratory for analytical testing prior to disposal. Potential free liquids that may drain from the excavated soils will be contained and sampled for laboratory VOCs analyses. Additionally, free liquids that may accumulate in the excavation will be removed to the extent possible, containerized in drums, and sampled for laboratory VOCs analyses. Soils and free liquids (if observed) will be managed on site and disposed in accordance with applicable CDPHE regulations.

- **Excavation Backfilling and Remedial Piping Installation**

Following performance of indoor soil excavation activities, the excavation will be backfilled to approximately ground surface using clean pea gravel or similar well-sorted structural fill material. Prior to backfilling, perforated PVC piping or well screen will be installed horizontally in the excavation and stubbed up above ground surface. This piping or well screen may potentially be used in the future for SVE remediation or potentially chemical oxidant injection.

7.0 MONITORING AND REPORTING

7.1 Monitoring

Groundwater

Groundwater monitoring and sampling would be performed on a biennial basis at existing wells Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4, Kings MW-5 and MW-6. Groundwater samples would be submitted for VOCs analysis using USEPA Method 8260B. Groundwater monitoring is proposed to continue for a period of one year following attainment of remedial goals (see Section 8.0).

7.2 Reporting

A report summarizing findings and observations of field activities (OM&M and groundwater sampling) will be submitted to CDPHE on a semi-annual basis. Recommendations will also be discussed as appropriate.

8.0 REMEDIAL GOALS

Cleanup goals for soils at the site are proposed to meet the CDPHE CSEV (residential) guidance value of 0.45 mg/kg. The confirmation soil sampling and testing for samples collected from the excavation will be reviewed against this proposed cleanup level when the data is available.

The cleanup goal for groundwater is to meet the CDPHE regulatory limit of of 5 µg/L in groundwater.

9.0 GENERAL COMMENTS

The analyses and opinions expressed in this report are based upon information collected by Terracon during performance of the second phase of the ICAP conducted at the subject site that included the sampling of soil, groundwater, trench drain material for laboratory chemical analyses. This report does not reflect any variations in surface stratigraphy, hydrogeology, or contaminant distribution which may occur between sample locations and/or across the site. Actual subsurface conditions may vary and the extent of such variations may not become evident without further exploration. Due to the dynamic nature of contaminant migration and subsurface conditions, the potential exists that conditions will vary with time.

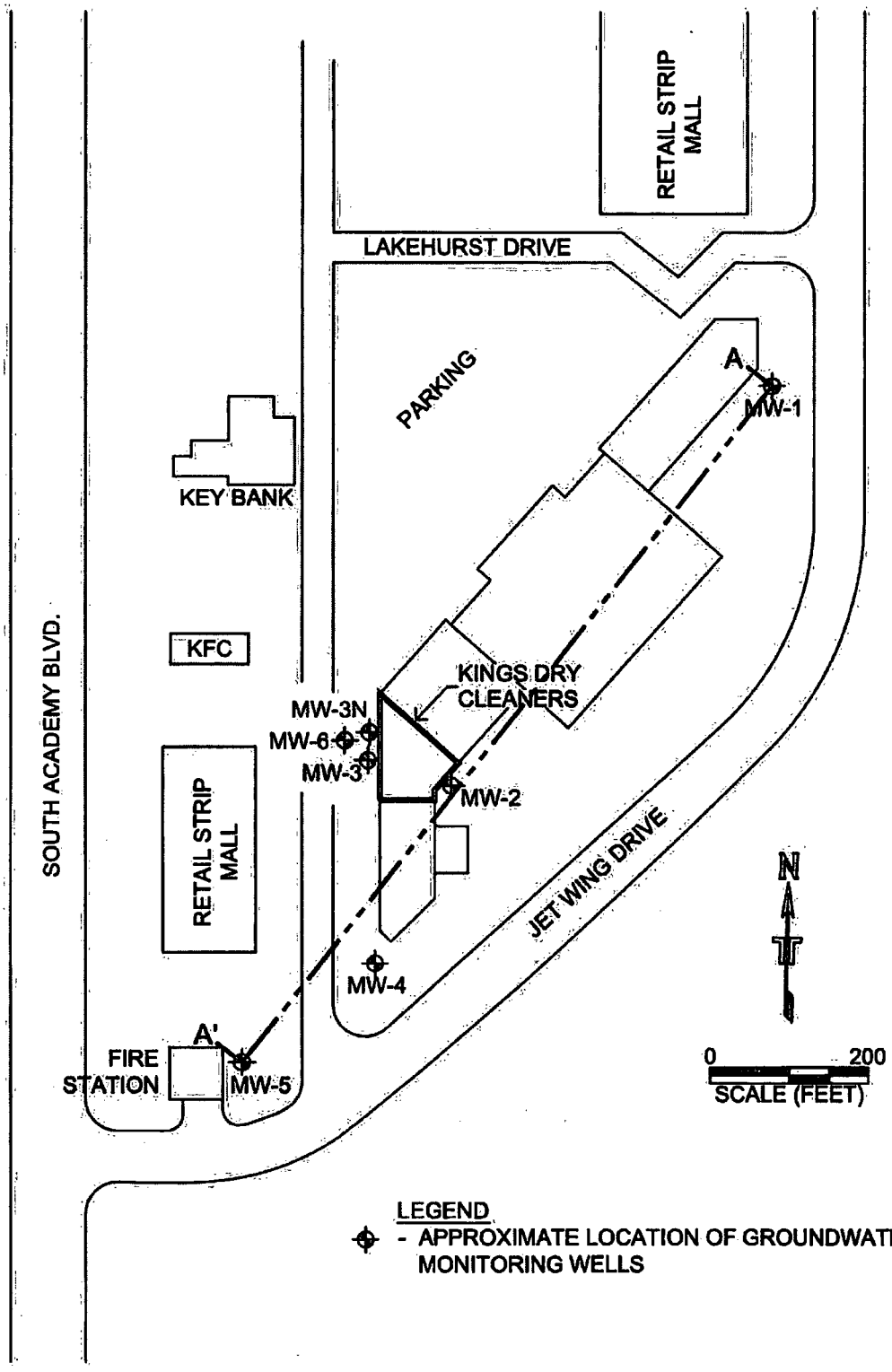
Conclusions drawn by others from the results of the activities described herein should recognize the limitations of the methods used. Additionally, please note that Terracon does not warrant the work of regulatory agencies or other third parties supplying information used in the preparation of this report.

This report was prepared for the exclusive use of the New Mission LLC and in accordance with generally accepted geo-environmental engineering practices. No warranties, either express or implied, are made or intended. In the event that any changes in the nature or location of suspected sources of contamination as outlined in this report are observed, the conclusions and recommendations contained in this report shall not be valid unless these changes are reviewed and the opinion of this report are modified and verified in writing by Terracon.

APPENDIX A

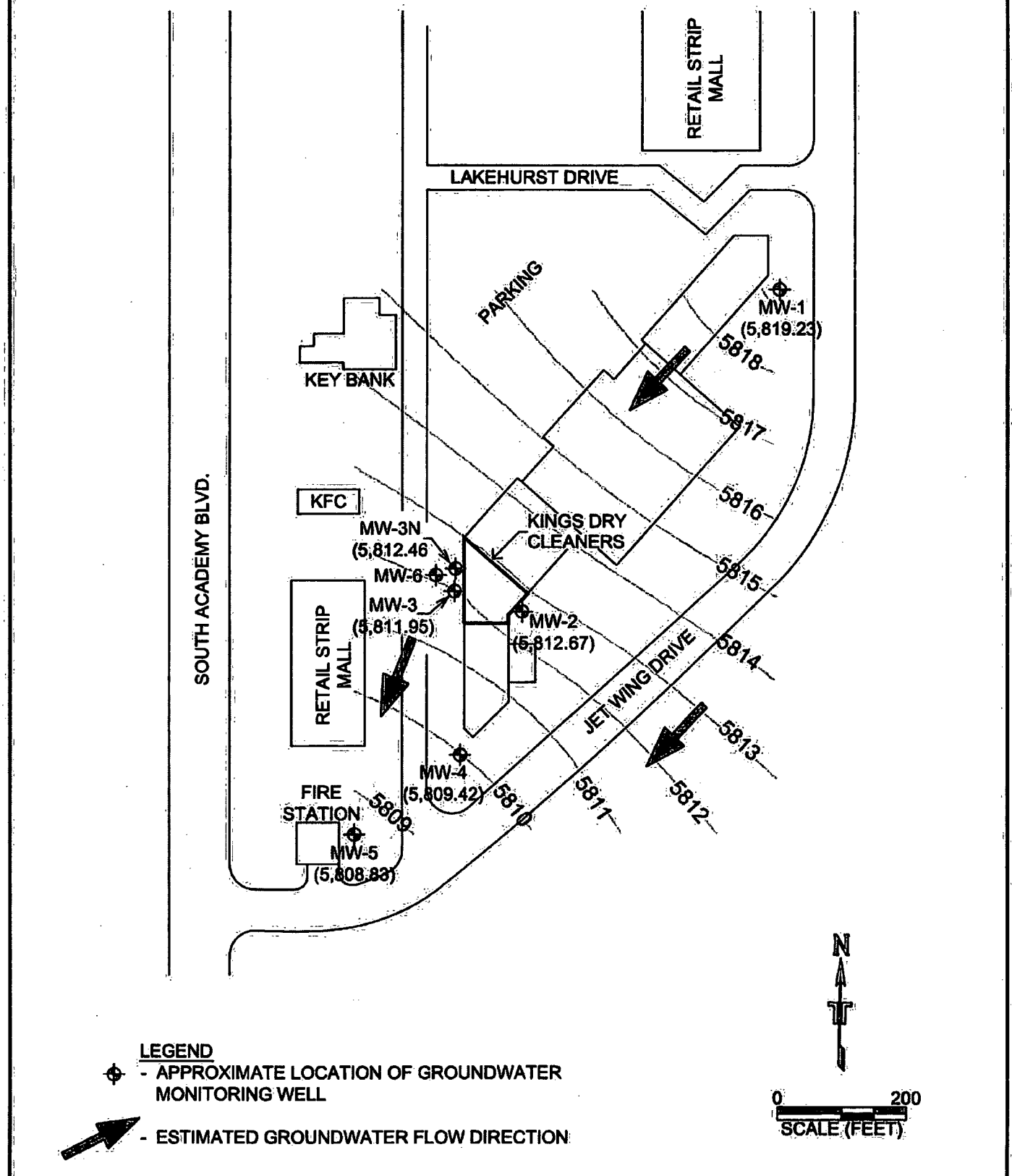
FIGURES

EPA #COD981541436
M&E 1.3



Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 09/24/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 6: APPROXIMATE LOCATION OF CROSS-SECTION A-A' KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-6.dwg	FIG. No. 6

EPA #COD981541436
M&E 1.3



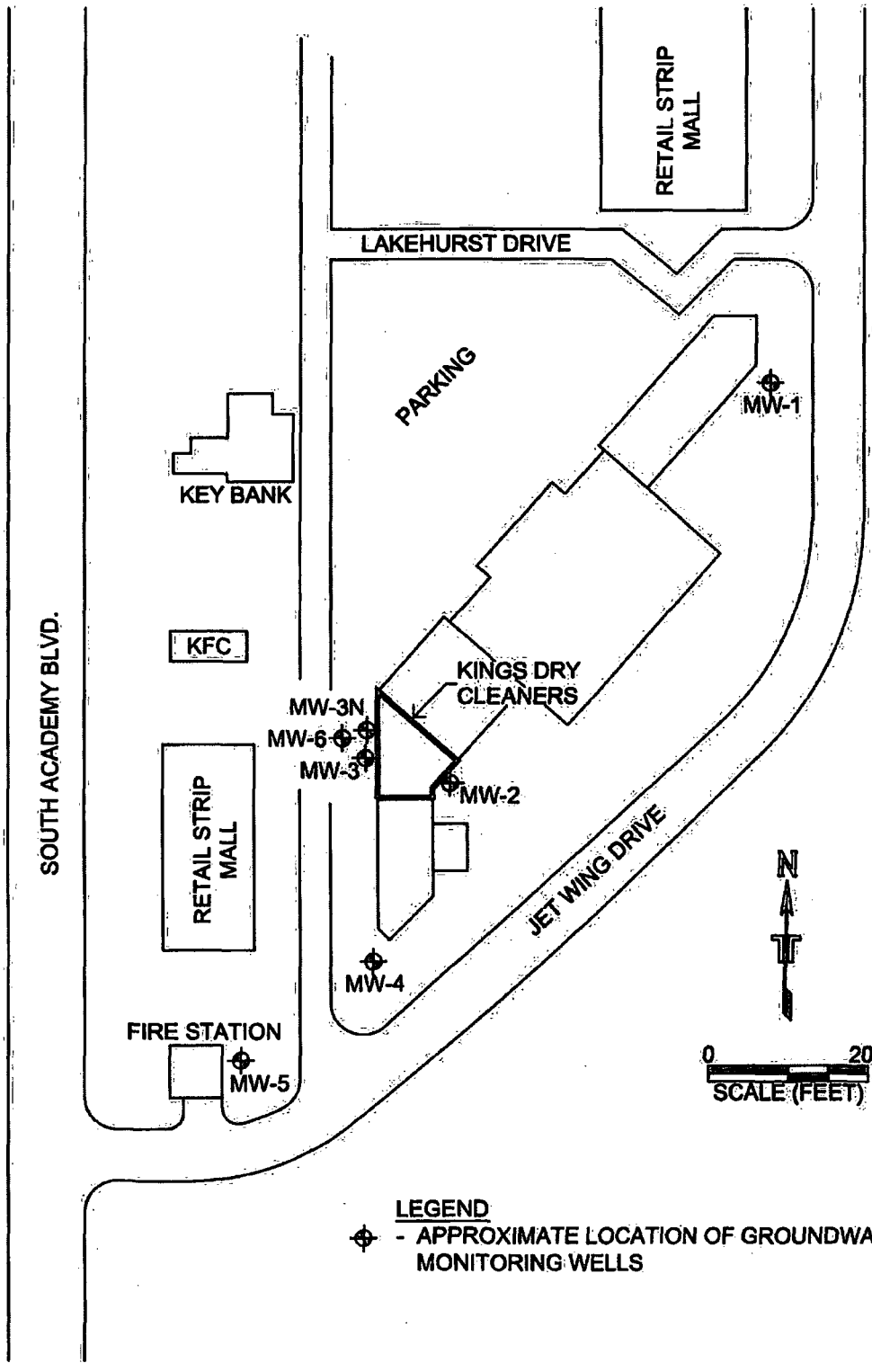
LEGEND

⊕ - APPROXIMATE LOCATION OF GROUNDWATER MONITORING WELL

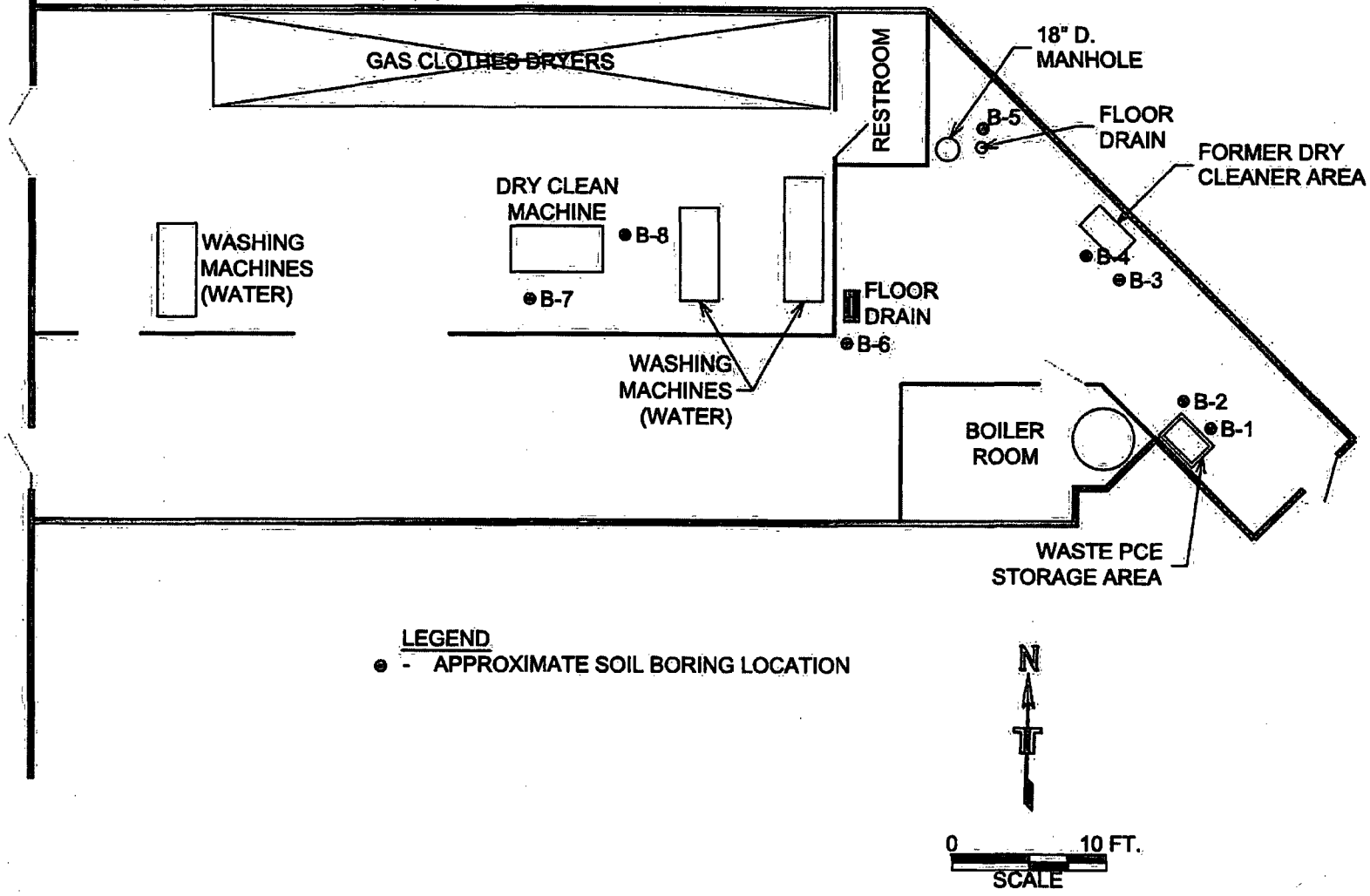
- ESTIMATED GROUNDWATER FLOW DIRECTION

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 09/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH: (719) 597-2116 FAX: (719) 597-2117	FIGURE 5: GROUNDWATER ELEVATION (APRIL 2010) KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-5(GWE).dwg	FIG. No. 5

EPA #COD981541436
M&E 1.3



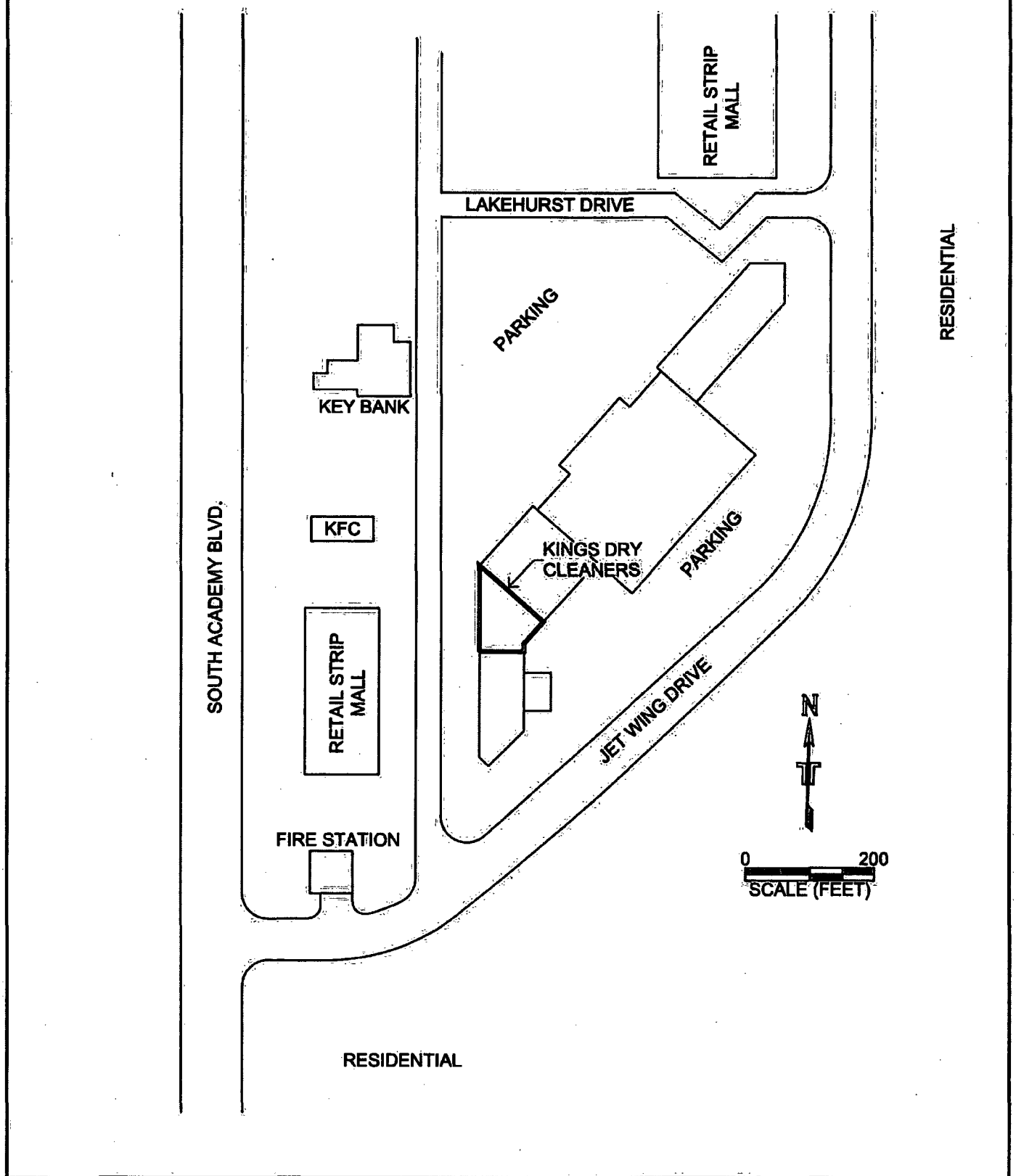
Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2118 FAX. (719) 597-2117	FIGURE 4: GROUNDWATER MONITORING WELL LOCATION DIAGRAM KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-4(MW-D).dwg	FIG. No. 4



EPA #COD981541438
M&E 1.3

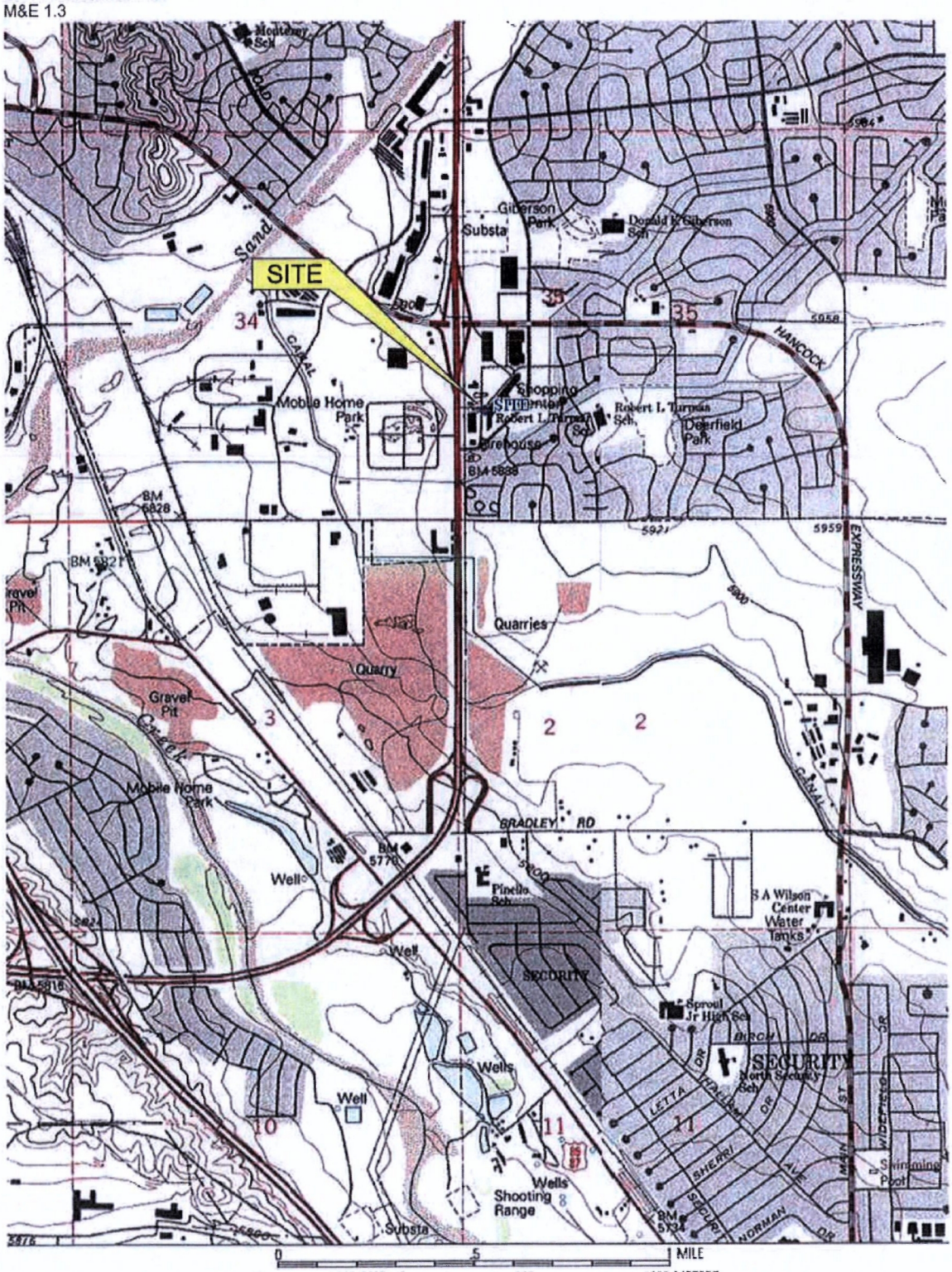
Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 3: FLOOR PLAN AND INTERIOR BORING LOCATIONS KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-3.dwg	FIG. No. 3

EPA #COD981541436
M&E 1.3



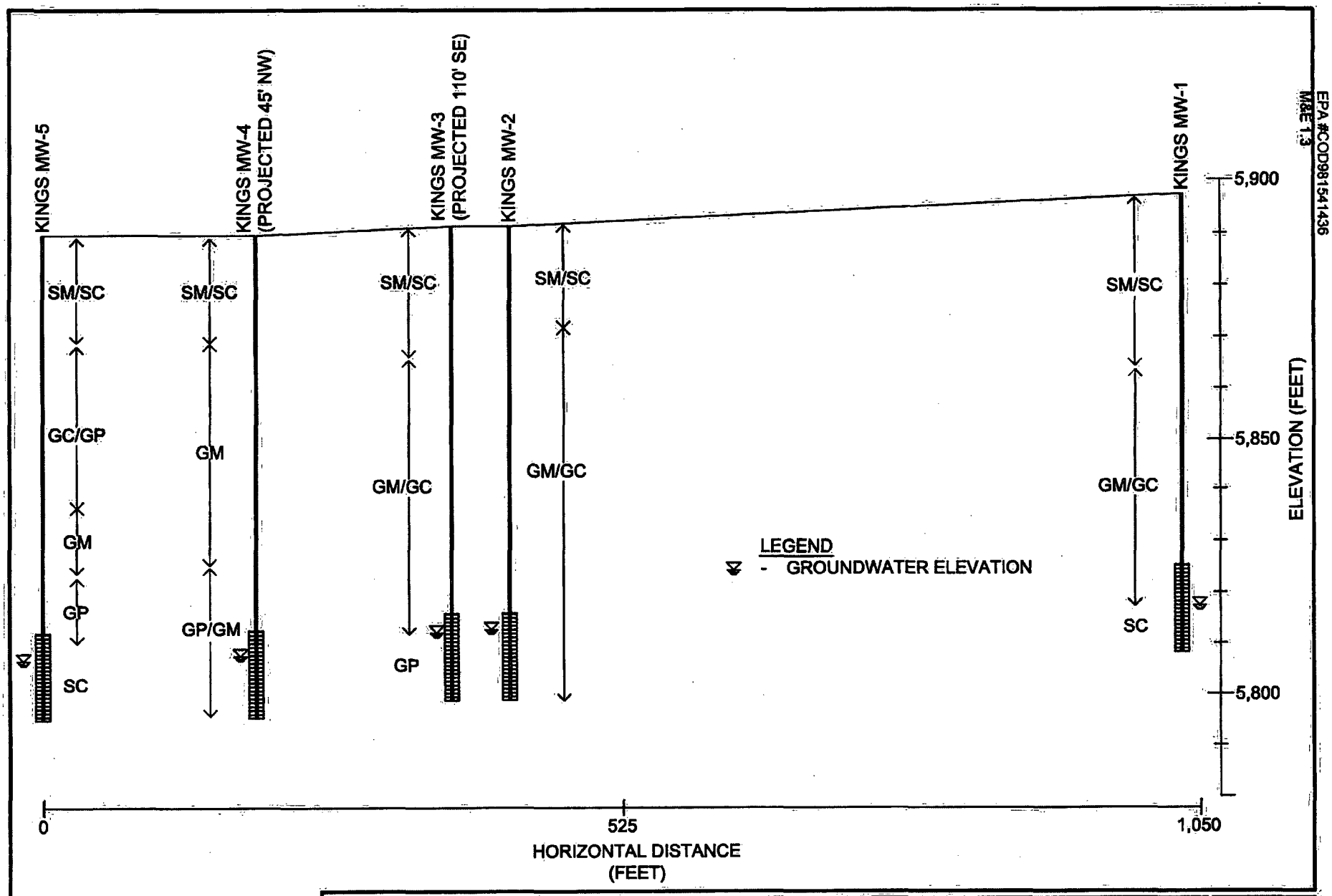
Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH: (719) 597-2116 FAX: (719) 597-2117	FIGURE 2: SITE AND VICINITY MAP KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-2(S&VM).dwg	FIG. No. 2

EPA #COD981541436
M&E 1.3



Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 1: SITE LOCATION MAP KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-1(SVM).dwg	FIG. No. 1



Project Mngr: LK	Project No. 23107012	Terracon Consulting Engineers and Scientists	FIGURE 7: GEOLOGIC CROSS-SECTION A-A'
Drawn By: DJS	Scale: nts	4172 Center Park Dr. Colorado Springs, CO 80916	KINGS DRY CLEANER
Checked By: LK	Date: 09/24/2010	PH. (719) 597-2116 FAX. (719) 597-2117	3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO
Approved By: LK		File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-7.dwg	FIG. No. 7

APPENDIX B

TABLES

Table 1
Indoor Soil Boring PID Readings

Soil Boring	Boring Location	Sample Depth (feet bgs[1])	PID[2] Reading (ppmv[3])	Submitted to Laboratory
B-1	PCE Storage Area	0 - 1	1.4	
		1 - 2	12.3	
		2 - 3	475	
		3 - 4	610	
		4 - 5	>9,999	X
B-2	**Boring not Advanced**			
B-3	Former Dry Cleaning Machine	0 - 1	268	X
		1 - 2	7.2	
		2 - 3	11	
		3 - 4	5.5	
		4 - 5	7.6	
		5 - 6	44	
		6 - 7	29	
B-4	**Boring not Advanced**			
B-5	North Floor Drain	0 - 1	6.8	
		1 - 2	3.6	
		2 - 3	10.2	
		3 - 4	41	
		4 - 5	1,910	X
		5 - 6	1,800	
B-6	South Floor Drain	0 - 1	6.0	
		1 - 2	10.3	
		2 - 3	13.2	
		3 - 4	21	X
		4 - 5	6.1	
		5 - 6	6.9	
		6 - 7	4.6	
B-7	Existing Dry Cleaning Machine	0 - 1	14.7	X
		1 - 2	7.0	
		2 - 3	5.2	
		3 - 4	3.6	
		4 - 5	2.1	
		5 - 6	1.9	
B-8	Existing Dry Cleaning Machine	0 - 1	12.6	
		1 - 2	21	X
		2 - 3	14.2	
		3 - 4	9.3	
		4 - 5	7.7	
		5 - 6	4.5	

Notes:

[1] bgs = below ground surface

[2] PID = photoionization detector

[3] ppmv = parts per million by volume

Table 2
Outdoor Soil Boring / Well PID Readings

Soil Boring / Well	Boring / Well Location	Sample Depth (feet bgs[1])	PID[2] Reading (ppmv[3])	Submitted to Laboratory
MW-6	Approximately 40 feet west of site building	0 - 2	0.6	
		5 - 7	0.8	X
		10 - 12	0.3	
		15 - 17	0.6	
		20 - 22	0.0	
		25 - 27	0.0	
		30 - 32	0.0	
		35 - 37	0.0	
		40 - 42	0.0	
		45 - 47	0.0	
		50 - 52	0.0	
		55 - 57	0.0	
		60 - 62	0.0	
		65 - 67	0.0	
		70 - 72	0.0	
		75 - 77	0.0	X
		80 - 82	0.1	
		85 - 87	0.0	

Notes:
[1] bgs = below ground surface
[2] PID = photoionization detector
[3] ppmv = parts per million by volume

EPA #COD981541436
M&E 1.3

Table 3
Groundwater Monitoring Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Monitoring Location	Monitoring Date	Depth to Water (feet BWC[1])	Groundwater Elevation (feet)[2]
KINGS MW-1	10/22/2009	78.90	5,818.73
KINGS MW-1	4/27/2010	78.40	5,819.23
KINGS MW-2	10/21/2009	77.91	5,812.31
KINGS MW-2	4/27/2010	77.55	5,812.67
KINGS MW-3	10/21/2009	78.59	5,811.63
KINGS MW-3	4/27/2010	78.27	5,811.95
KINGS MW-3N	10/23/2009	78.41	5,811.99
KINGS MW-3N	4/27/2010	77.94	5,812.46
KINGS MW-4	10/20/2009	79.35	5,809.28
KINGS MW-4	4/27/2010	79.21	5,809.42
KINGS MW-5	10/22/2009	78.61	5,808.57
KINGS MW-5	4/27/2010	78.35	5,808.83

Notes:
[1] BWC = below flush-mounted steel well cover
[2] Based on well surveying performed by CDPHE

Table 4
Indoor Soil Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Soil Boring	Location	Sample Date	Sample Depth (feet)	PID[2] (ppmv)[3]	PCE[4] (mg/kg)[5]	TCE[6] (mg/kg)
B-1	PCE Storage Area	6/25/2010	4-5	>9,999	**1,930**	BDL[7]
B-2	PCE Storage Area	NS[1]	NS	NS	NS	NS
B-3	Former Dry Cleaning Machine	6/25/2010	0-1	268	**2.45**	0.0112
B-4	Former Dry Cleaning Machine	NS	NS	NS	NS	NS
B-5	North Floor Drain	6/25/2010	4-5	1,910	**2.16**	BDL
B-6	South Floor Drain	6/25/2010	3-4	21	BDL	BDL
B-7	Existing Dry Cleaning Machine	6/25/2010	0-1	14.7	0.0252	BDL
B-8	Existing Dry Cleaning Machine	6/25/2010	1-2	21.1	0.0978	BDL
Guidance Value[8]:					**0.45**	**0.039**

Notes:
[1] NS = Not Sampled
[2] PID = photoionization detector
[3] ppmv = parts per million by volume
[4] PCE = tetrachloroethylene
[5] mg/kg = milligrams per kilogram
[6] TCE = trichloroethylene
[7] BDL = below analytical detection limit
[8] Guidance values established by Colorado Department of Public Health and Environment for residential land use (December 2007)

Table 5
Water/Groundwater Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Sample Location	Sample Date	PCE (µg/L)[1]	TCE (µg/L)
KINGS MW-1	11/5/2009	<0.5[2]	<0.5
KINGS MW-1	4/27/2010	<1.0	<1.0
KINGS MW-2	11/5/2009	0.29	<0.5
KINGS MW-2	4/27/2010	**14**[3]	<1.0
KINGS MW-3	11/5/2009	<0.5	<0.5
KINGS MW-3	4/27/2010	<1.0	<1.0
KINGS MW-3N	11/5/2009	<0.5	<0.5
KINGS MW-3N	4/27/2010	<1.0	<1.0
KINGS MW-4	11/5/2009	1.9	<0.5
KINGS MW-4	4/27/2010	2.5	<1.0
KINGS MW-5	11/5/2009	0.29	<0.5
KINGS MW-5	4/27/2010	<1.0	<1.0
KINGS MW-6	6/14/2010	<1.0	<1.0
B-1	6/25/2010	243,000	14,500
Regulatory Standard[4]:		**5**	**5**

[1] µg/L = micrograms per liter

[2] < = less than analytical detection limit

[3] Results in **bold** exceed regulatory standard

[4] Regulatory standards established by Colorado Department of Public Health and Environment (Regulation No. 41 - Basic Standards for Groundwater - October 2009)

Table 6
Outdoor Soil Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Soil Boring	Location	Sample Date	Sample Depth (feet)	PID[1] (ppmv)[2]	PCE[3] (mg/kg)[4]	TCE[6] (mg/kg)
MW-6	Approximately 40 feet west of site building	6/9/2010	5 - 7	0.8	BDL[5]	BDL
		6/9/2010	75 - 77	0.0	BDL	BDL
Guidance Value[7]:					**0.45**	**0.039**

Notes:
[1] PID = photoionization detector
[2] ppmv = parts per million by volume
[3] PCE = tetrachloroethylene
[4] mg/kg = milligrams per kilogram
[5] BDL = below analytical detection limit
[6] TCE = trichloroethylene
[7] Guidance values established by Colorado Department of Public Health and Environment for residential land use (December 2007)

APPENDIX C

BORING LOGS

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. 6

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS, COLORADO SPRINGS, COLORADO

PROJECT: CAP

BOREHOLE DIA.: 7.25 in
WELL DIA.: 2 in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
APPROX. GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	0.4 ASPHALT PAVEMENT SILTY SAND, Brown, Moist		5	SM	1	SS	20	8		0.8
	SILTY SAND becoming SANDY SILT, Brown, Moist		10	SM	2	SS	24	6		0.3
	SILTY SAND, Brown, Moist		15	SM	3	SS	24	10		0.6
			20	SM	4	SS	24	14		0.0
	SILTY SAND with GRAVEL, Brown, Moist		25	GM	5	SS	24	19		0.0
			30	GM	6	SS	24	28		0.0
	SILTY SAND with GRAVEL and CLAY, Brown, Moist		35	GM	7	SS	24	26		0.0
	SILTY SAND with GRAVEL, Brown, Moist		40	GM	8	SS	24	22		0.0
	SILTY SAND with GRAVEL and CLAY, Brown, Moist		45	GM	9	SS	24	28		0.0
	50		50							

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ 80	▼
WL	▽	▼
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-9-10		
BORING COMPLETED	6-9-10		
RIG	CME-55	FOREMAN	DT
		JOB #	23107012

WELL_09 23107012 MONITORINGWELL LOG.GPJ FORT COLLINS 12-30-09.GDT 9/28/10

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. 6

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	Brownish - Orange/Red			GM	10	SS	24	33		0.0
			55	GM	11	SS	22	29		0.0
			60	GM	12	SS	24	28		0.0
			65	GM	13	SS	22	32		0.0
			70	GM	14	SS	20	46		0.0
			75	GM	15	SS	18	28		0.0
	Wet ▽		80	GM	16	SS	24	28		0.1
			85	GM	17	SS	24	46		0.0
	89									
	Bottom of Boring @ 89, BGS			GM						

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ 80	▼
WL	▼	▼
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-9-10		
BORING COMPLETED	6-9-10		
RIG	CME-55	FOREMAN	DT
		JOB #	23107012

WELL 89 23107012 MONITORINGWELL LOG.GPJ FORT COLLINS 12-30-09.GDT 9/28/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-1

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

BOREHOLE DIA.: 3 in
WELL DIA.: in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
APPROX. GROUND SURFACE ELEV.:

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CONCRETE FLOOR									
	0.5 SANDY CLAY, Olive, Moist			SC	1	AUGER	12			1.4
				SC	2	AUGER	12			12.3
				SC	3	AUGER	12			475
	SANDY CLAY with Increasing Sand, Yellow-Olive, Moist			SC	4	AUGER	12			610
	5 CLAYEY SAND, Yellow-Olive, Wet ▽		5		5	AUGER	12			>9,999
	Bottom of Boring @ 5' BGS									

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ 5	▽
WL	▽	▽
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL 09 23107012 BORING LOG.GPJ FORT COLLINS 12-30-09.GDT 9/28/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-3

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

BOREHOLE DIA.: 3 in
WELL DIA.: in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
APPROX. GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CONCRETE FLOOR									
0.5	**SANDY CLAY**, Olive, Moist			SC	1	AUGER	12			268
				SC	2	AUGER	12			7.2
				SC	3	AUGER	12			11.0
	SANDY CLAY with Increasing Sand, Yellow-Olive, Moist			SC	4	AUGER	12			5.5
	CLAYEY SAND, Yellow-Olive, Moist		5	SC	5	AUGER	12			7.6
	Decreasing Sand			SC	6	AUGER	12			44
7	**SANDY CLAY**, Brown, Moist									
	Bottom of Boring @ 7' BGS			SC	7	AUGER	12			29

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ Not Observed	▽
WL	▽	▽
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL - 99 - 23107012 BORING LOG.GPJ FORT COLLINS 12-30-09.GDT 9/29/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-5

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	BOREHOLE DIA.: 3 in WELL DIA.: in TOP OF PROTECTOR PIPE: ft TOP OF CASING: ft APPROX. GROUND SURFACE ELEV.: ft									
	CONCRETE FLOOR 0.5									
	SANDY CLAY, Olive, Moist			SC	1	AUGER	12			6.8
				SC	2	AUGER	12			3.6
	CLAYEY SAND, Olive, Moist			SC	3	AUGER	12			10.2
				SC	4	AUGER	12			41
			5	SC	5	AUGER	12			1,910
	6									
	Bottom of Boring @ 6' BGS			SC	6	AUGER	12			1,800

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ Not Observed	▽
WL	▽	▽
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL 09 23107012 BORING LOG.GPJ FORT COLLINS 12-30-08.GDT 9/28/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-6

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

BOREHOLE DIA.: 3 in
WELL DIA.: in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
APPROX. GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CONCRETE FLOOR 0.5									
	SANDY CLAY, Olive-Brown, Moist			SC	1	AUGER	12			6.0
				SC	2	AUGER	12			10.3
				SC	3	AUGER	12			13.2
	CLAYEY SAND, Olive, Moist			SC	4	AUGER	12			21
			5	SC	5	AUGER	12			6.1
				SC	6	AUGER	12			6.9
	7 SANDY CLAY, Olive-Brown, Moist									
	Bottom of Boring @ 7' BGS			SC	7	AUGER	12			4.6

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

*ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft		
WL	Not Observed	
WL		
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL 99 23107012 BORING LOG.GPJ FORT COLLINS 12-30-09.GDT 9/28/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-7

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

BOREHOLE DIA.: 3 in
WELL DIA.:
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
APPROX. GROUND SURFACE ELEV.:

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CONCRETE FLOOR 0.5									
	SANDY CLAY, Olive, Moist			SC	1A	AUGER	12			14.7
				SC	2A	AUGER	12			7.0
				SC	3A	AUGER	12			5.2
				SC	4A	AUGER	12			3.6
			5	SC	5A	AUGER	12			2.1
	6									
	Bottom of Boring @ 6' BGS			SC	6A	AUGER	12			1.9

The stratification lines represent the approximate boundary lines between soil and rock types; in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ Not Observed	▼	
WL	▽	▼	
WL	Initial Water Level Reading		

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL - 89 23107012 BORING LOG.GPJ FORT COLLINS 12-30-09.GDT 8/28/10

EPA #COD981541436
M&E 1.3

LOG OF BORING NO. B-8

CLIENT: NEW MISSION, LLC

SITE: KINGS ONE HOUR CLEANERS
COLORADO SPRINGS, COLORADO

PROJECT: CAP

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	BOREHOLE DIA.: 3 in WELL DIA.: in TOP OF PROTECTOR PIPE: ft TOP OF CASING: ft APPROX. GROUND SURFACE ELEV.:									
	CONCRETE FLOOR									
	0.5									
	SANDY CLAY, Olive, Moist			SC	1	AUGER	12			12.6
				SC	2	AUGER	12			21
				SC	3	AUGER	12			14.2
				SC	4	AUGER	12			9.3
			5	SC	5	AUGER	12			7.7
	6									
	Bottom of Boring @ 6' BGS			SC	6	AUGER	12			4.5

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft		
WL	▽ Not Observed	▽
WL	▽	▽
WL	Initial Water Level Reading	

Terracon

BORING STARTED	6-25-10
BORING COMPLETED	6-25-10
RIG HAND AUGER	FOREMAN PRM
	JOB # 23107012

WELL 99 23107012 BORING LOG.GPJ FORT COLLINS 12-30-09.GDT 9/28/10

APPENDIX D

LABORATORY REPORTS AND CHAIN OF CUSTODY FORMS

EPA #COD981541436
M&E 1.3

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Est. 1970

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

Report Summary

Monday May 10, 2010

Report Number: L456555
Samples Received: 04/29/10
Client Project: 23107012

Description: Kings One Hour Cleaners

The analytical results in this report are based upon information supplied by you, the client, and are for your exclusive use. If you have any questions regarding this data package, please do not hesitate to call.

Entire Report Reviewed By:

John D. Blackman , ESC Representative

Laboratory Certification Numbers

A2LA - 1461-01, AIHA - 100789, AL - 40660, CA - I-2327, CT - PH-0197, FL - E87487
GA - 923, IN - C-TN-01, KY - 90010, KYUST - 0016, NC - ENV375/DW21704, ND - R-140
NJ - TN002,NJ NELAP - TN002, SC - 84004, TN - 2006, VA - 00109, WV - 233
AZ - 0612, MN - 047-999-395, NY - 11742, WI - 998093910, NV - TN000032008A

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Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-1

Collected By : Dan Taylor
Collection Date : 04/27/10 13:45

ESC Sample # : L456555-01

Site ID :

Project # : 23107012

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/09/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/09/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/09/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/09/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/09/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/09/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/09/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/09/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/09/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/09/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/09/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/09/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/09/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/09/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/09/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/09/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/09/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/09/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/09/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/09/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/09/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/09/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/09/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/09/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/09/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-01

Site ID :

Project # : 23107012

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-1

Collected By :
Collection Date : 04/27/10 13:45

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/09/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/09/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/09/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/09/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/09/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/09/10	1
Tetrachloroethene	BDL	0.0010	mg/l	8260B	05/09/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/09/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/09/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/09/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/09/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/09/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/09/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/09/10	1
Surrogate Recovery						
Toluene-d8	101.		% Rec.	8260B	05/09/10	1
Dibromofluoromethane	116.		% Rec.	8260B	05/09/10	1
4-Bromofluorobenzene	103.		% Rec.	8260B	05/09/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-02

Site ID :

Project # : 23107012

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-2

Collected By : Dan Taylor
Collection Date : 04/27/10 14:55

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/08/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/08/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/08/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/08/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/08/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/08/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/08/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,2-Dichloroethene	0.0017	0.0010	mg/l	8260B	05/08/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/08/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

EPA #COD981541436
M&E 1.3

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-02

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : KINGS MW-2

Project # : 23107012

Collected By : Dan Taylor
Collection Date : 04/27/10 14:55

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/08/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/08/10	1
Tetrachloroethene	0.014	0.0010	mg/l	8260B	05/08/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/08/10	1
Surrogate Recovery						
Toluene-d8	107.		% Rec.	8260B	05/08/10	1
Dibromofluoromethane	108.		% Rec.	8260B	05/08/10	1
4-Bromofluorobenzene	88.3		% Rec.	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
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Reported: 05/10/10 09:44 Printed: 05/10/10 09:45

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-03

Site ID :

Project # : 23107012

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-3

Collected By : Dan Taylor
Collection Date : 04/28/10 11:33

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/08/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/08/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/08/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/08/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/08/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/08/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/08/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/08/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

EPA #COD981541436
M&E 1.3

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Est. 1970

REPORT OF ANALYSIS

May 10, 2010

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

ESC Sample # : L456555-03

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : KINGS MW-3

Project # : 23107012

Collected By : Dan Taylor
Collection Date : 04/28/10 11:33

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/08/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/08/10	1
Tetrachloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/08/10	1
Surrogate Recovery						
Toluene-d8	108.		% Rec.	8260B	05/08/10	1
Dibromofluoromethane	109.		% Rec.	8260B	05/08/10	1
4-Bromofluorobenzene	86.8		% Rec.	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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Reported: 05/10/10 09:44 Printed: 05/10/10 09:45

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Est. 1970

REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-3N

Collected By :
Collection Date : 04/28/10 14:40

ESC Sample # : L456555-04

Site ID :

Project # : 23107012

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/08/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/08/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/08/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/08/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/08/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/08/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/08/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/08/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-04

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : KINGS MW-3N

Project # : 23107012

Collected By :
Collection Date : 04/28/10 14:40

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/08/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/08/10	1
Tetrachloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/08/10	1
Surrogate Recovery						
Toluene-d8	105.		% Rec.	8260B	05/08/10	1
Dibromofluoromethane	109.		% Rec.	8260B	05/08/10	1
4-Bromofluorobenzene	88.6		% Rec.	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
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Reported: 05/10/10 09:44 Printed: 05/10/10 09:45

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

ESC Sample # : L456555-05

Site ID :

Project # : 23107012

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-4

Collected By : Dan Taylor
Collection Date : 04/27/10 16:09

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/08/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/08/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/08/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/08/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/08/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/08/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/08/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/08/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

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REPORT OF ANALYSIS

May 10, 2010

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

ESC Sample # : L456555-05

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : KINGS MW-4

Project # : 23107012

Collected By :
Collection Date : 04/27/10 16:09

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/08/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/08/10	1
Tetrachloroethene	0.0025	0.0010	mg/l	8260B	05/08/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/08/10	1
Surrogate Recovery						
Toluene-d8	107.		% Rec.	8260B	05/08/10	1
Dibromofluoromethane	108.		% Rec.	8260B	05/08/10	1
4-Bromofluorobenzene	86.9		% Rec.	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
This report shall not be reproduced, except in full, without the written approval from ESC.

Reported: 05/10/10 09:44 Printed: 05/10/10 09:45

EPA #COD981541436
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Tax I.D. 62-0814289

Est. 1970

REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

May 10, 2010

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Sample ID : KINGS MW-5

Collected By :
Collection Date : 04/28/10 09:45

ESC Sample # : L456555-06

Site ID :

Project # : 23107012

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	05/08/10	1
Acrolein	BDL	0.050	mg/l	8260B	05/08/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	05/08/10	1
Benzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromoform	BDL	0.0010	mg/l	8260B	05/08/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	05/08/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	05/08/10	1
Chloroform	BDL	0.0050	mg/l	8260B	05/08/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	05/08/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	05/08/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	05/08/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

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REPORT OF ANALYSIS

May 10, 2010

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

ESC Sample # : L456555-06

Date Received : April 29, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : KINGS MW-5

Project # : 23107012

Collected By : Dan Taylor
Collection Date : 04/28/10 09:45

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	05/08/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	05/08/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	05/08/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	05/08/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Styrene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	05/08/10	1
Tetrachloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Toluene	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	05/08/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	05/08/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	05/08/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	05/08/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	05/08/10	1
Surrogate Recovery						
Toluene-d8	107.		% Rec.	8260B	05/08/10	1
Dibromofluoromethane	112.		% Rec.	8260B	05/08/10	1
4-Bromofluorobenzene	86.6		% Rec.	8260B	05/08/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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Reported: 05/10/10 09:44 Printed: 05/10/10 09:45

Attachment A
List of Analytes with QC Qualifiers

Sample Number	Work Group	Sample Type	Analyte	Run ID	Qualifier
L456555-01	WG477301	SAMP	1,2,3-Trichlorobenzene	R1211009	B3
L456555-02	WG477302	SAMP	2-Chloroethyl vinyl ether	R1210809	J3

Attachment B
Explanation of QC Qualifier Codes

Qualifier	Meaning
B3	(ESC) - The indicated compound was found in the associated method blank, but all reported samples were non-detect.
J3	The associated batch QC was outside the established quality control range for precision.

Qualifier Report Information

ESC utilizes sample and result qualifiers as set forth by the EPA Contract Laboratory Program and as required by most certifying bodies including NELAC. In addition to the EPA qualifiers adopted by ESC, we have implemented ESC qualifiers to provide more information pertaining to our analytical results. Each qualifier is designated in the qualifier explanation as either EPA or ESC. Data qualifiers are intended to provide the ESC client with more detailed information concerning the potential bias of reported data. Because of the wide range of constituents and variety of matrices incorporated by most EPA methods,it is common for some compounds to fall outside of established ranges. These exceptions are evaluated and all reported data is valid and useable "unless qualified as 'R' (Rejected)."

Definitions

Accuracy - The relationship of the observed value of a known sample to the true value of a known sample. Represented by percent recovery and relevant to samples such as: control samples, matrix spike recoveries, surrogate recoveries, etc.

Precision - The agreement between a set of samples or between duplicate samples. Relates to how close together the results are and is represented by Relative Percent Differrence.

Surrogate - Organic compounds that are similar in chemical composition, extraction, and chromotography to analytes of interest. The surrogates are used to determine the probable response of the group of analytes that are chemically related to the surrogate compound. Surrogates are added to the sample and carried through all stages of preparation and analyses.

TIC - Tentatively Identified Compound: Compounds detected in samples that are not target compounds, internal standards, system monitoring compounds, or surrogates.

EPA #COD981541436
M&E 1.3

Summary of Remarks For Samples Printed
05/10/10 at 09:45:07

TSR Signing Reports: 151
R5 - Desired TAT

Send only unpreserved VOA vials unless client requests otherwise-7 day hold time on VOCs-cb
11/02; Run PCBs at 1x, client needs 0.07 ppm RDL

Sample: L456555-01 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44
rec'd HCL vials - logged set as V8260
Sample: L456555-02 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44

Sample: L456555-03 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44

Sample: L456555-04 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44

Sample: L456555-05 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44

Sample: L456555-06 Account: TERRCSCO Received: 04/29/10 09:00 Due Date: 05/06/10 00:00 RPT Date: 05/10/10 09:44

Company Name/Address:
Terracon - Colorado Springs

4172 Center Park Drive
Colorado Springs,CO 80916

Billing Information:

Accounts Payable
4172 Center Park Drive

Colorado Springs,CO 80916

Analysis/Container/Preservative

Chain of Custody
Page 1 of 1

G176

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Mt. Juliet, TN 37122
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Phone: (615) 758-5858
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EPA #COD981541436
M&E 1.3

Report to: DanTaylor

Email to: dktaylor@terracon.com

Project Description: Kings One Hour Cleaners

City/Sate Collected: Colorado Springs, CO

Phone: (719) 597-2116
FAX: (719) 597-2117

Client Project #: 23107012

ESC Key:

Collected by: (print) DanTaylor

Site/Facility ID#:

P.O.#:

Collected by (signature):

Immediately Packed on Ice N ___ Y ✓

Rush? (Lab MUST Be Notified)
___ Same Day..... 200%
___ Next Day..... 100%
___ Two Day..... 50%
___ Three Day..... 25%

Date Results Needed:

Email? No Yes
FAX? No Yes

No. of Cntrs

CoCode: TERRCSCO (lab use only)

Template/Prelogin

Shipped Via:

Sample ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	8260B-VOCs	Remarks/Contaminant	Sample # (lab only)
Kings MW-1	Grab	GW	NA	4/27/10	1345	2	X		L456555-01
Kings MW-2	↓	↓	↓	4/27/10	1455	↓	X		-02
Kings MW-3				4/28/10	1133		X		-03
Kings MW-3N				4/28/10	1440		X		-04
Kings MW-4				4/27/10	1609		X		-05
Kings MW-5	↓	↓	↓	4/28/10	0945	↓	X		-06

*Matrix: SS - Soil/Solid GW - Groundwater WW - WasteWater DW - Drinking Water OT - Other_____

pH _____ Temp _____

Flow _____ Other _____

Remarks: 4237 7321 0443

Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)
	4/28/10	1600	
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature)
			C. [illegible]

Samples returned via: ☐ UPS ☑ FedEx ☐ Courier ☐ _____

Temp: 3.0°C

Bottles Received: 12V

Date: 4-29-10

Time: 0900

Condition: (OK) (lab use only)

CoC Seals Intact ✓Y ___N ___NA

pH Checked: NCF:

EPA #COD981541436
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Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

Report Summary

Monday June 21, 2010

Report Number: L463828
Samples Received: 06/11/10
Client Project: 23107012

Description: Kings One Hour Cleaners

The analytical results in this report are based upon information supplied by you, the client, and are for your exclusive use. If you have any questions regarding this data package, please do not hesitate to call.

Entire Report Reviewed By:

John D. Blackman , ESC Representative

Laboratory Certification Numbers

A2LA - 1461-01, AIHA - 100789, AL - 40660, CA - I-2327, CT - PH-0197, FL - E87487
GA - 923, IN - C-TN-01, KY - 90010, KYUST - 0016, NC - ENV375/DW21704, ND - R-140
NJ - TN002,NJ NELAP - TN002, SC - 84004, TN - 2006, VA - 00109, WV - 233
AZ - 0612, MN - 047-999-395, NY - 11742, WI - 998093910, NV - TN000032008A

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Note: The use of the preparatory EPA Method 3511 is not approved or endorsed by the CA ELAP.

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Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.

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REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

June 21, 2010

Date Received : June 11, 2010
Description : Kings One Hour Cleaners

Sample ID : MW-6-6 5-7FT

Collected By : Dan Taylor
Collection Date : 06/09/10 09:00

ESC Sample # : L463828-01

Site ID :

Project # : 23107012

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.25	mg/kg	8260B	06/20/10	5
Acrylonitrile	BDL	0.050	mg/kg	8260B	06/20/10	5
Benzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromodichloromethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromoform	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromomethane	BDL	0.025	mg/kg	8260B	06/20/10	5
n-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
sec-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
tert-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Carbon tetrachloride	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chlorodibromomethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chloroethane	BDL	0.025	mg/kg	8260B	06/20/10	5
2-Chloroethyl vinyl ether	BDL	0.25	mg/kg	8260B	06/20/10	5
Chloroform	BDL	0.025	mg/kg	8260B	06/20/10	5
Chloromethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
2-Chlorotoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
4-Chlorotoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dibromo-3-Chloropropane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2-Dibromoethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Dibromomethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,4-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Dichlorodifluoromethane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,1-Dichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
cis-1,2-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
trans-1,2-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
cis-1,3-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
trans-1,3-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
2,2-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Di-isopropyl ether	BDL	0.0050	mg/kg	8260B	06/20/10	5
Ethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Hexachloro-1,3-butadiene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Isopropylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
p-Isopropyltoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
2-Butanone (MEK)	BDL	0.050	mg/kg	8260B	06/20/10	5

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

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REPORT OF ANALYSIS

June 21, 2010

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

Date Received : June 11, 2010
Description : Kings One Hour Cleaners

Sample ID : MW-6-6 5-7FT

Collected By : Dan Taylor
Collection Date : 06/09/10 09:00

ESC Sample # : L463828-01

Site ID :

Project # : 23107012

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Methylene Chloride	BDL	0.025	mg/kg	8260B	06/20/10	5
4-Methyl-2-pentanone (MIBK)	BDL	0.050	mg/kg	8260B	06/20/10	5
Methyl tert-butyl ether	BDL	0.0050	mg/kg	8260B	06/20/10	5
Naphthalene	BDL	0.025	mg/kg	8260B	06/20/10	5
n-Propylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Styrene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,1,2-Tetrachloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2,2-Tetrachloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0050	mg/kg	8260B	06/20/10	5
Tetrachloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Toluene	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2,3-Trichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,4-Trichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,1-Trichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2-Trichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Trichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Trichlorofluoromethane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2,3-Trichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,4-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,3-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3,5-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Vinyl chloride	BDL	0.0050	mg/kg	8260B	06/20/10	5
Xylenes, Total	BDL	0.015	mg/kg	8260B	06/20/10	5
Surrogate Recovery						
Toluene-d8	103.		% Rec.	8260B	06/20/10	5
Dibromofluoromethane	103.		% Rec.	8260B	06/20/10	5
4-Bromofluorobenzene	109.		% Rec.	8260B	06/20/10	5

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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Reported: 06/21/10 13:09 Printed: 06/21/10 13:09

EPA #COD981541436
M&E 1.3

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Est. 1970

REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

June 21, 2010

ESC Sample # : L463828-02

Date Received : June 11, 2010
Description : Kings One Hour Cleaners

Site ID :

Sample ID : MW-6-76 75-77FT

Project # : 23107012

Collected By : Dan Taylor
Collection Date : 06/09/10 15:00

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.25	mg/kg	8260B	06/20/10	5
Acrylonitrile	BDL	0.050	mg/kg	8260B	06/20/10	5
Benzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromodichloromethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromoform	BDL	0.0050	mg/kg	8260B	06/20/10	5
Bromomethane	BDL	0.025	mg/kg	8260B	06/20/10	5
n-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
sec-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
tert-Butylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Carbon tetrachloride	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chlorodibromomethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Chloroethane	BDL	0.025	mg/kg	8260B	06/20/10	5
2-Chloroethyl vinyl ether	BDL	0.25	mg/kg	8260B	06/20/10	5
Chloroform	BDL	0.025	mg/kg	8260B	06/20/10	5
Chloromethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
2-Chlorotoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
4-Chlorotoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dibromo-3-Chloropropane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2-Dibromoethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Dibromomethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,4-Dichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Dichlorodifluoromethane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,1-Dichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
cis-1,2-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
trans-1,2-Dichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
cis-1,3-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
trans-1,3-Dichloropropene	BDL	0.0050	mg/kg	8260B	06/20/10	5
2,2-Dichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Di-isopropyl ether	BDL	0.0050	mg/kg	8260B	06/20/10	5
Ethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Hexachloro-1,3-butadiene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Isopropylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
p-Isopropyltoluene	BDL	0.0050	mg/kg	8260B	06/20/10	5
2-Butanone (MEK)	BDL	0.050	mg/kg	8260B	06/20/10	5

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

EPA #COD981541436
M&E 1.3

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Est. 1970

REPORT OF ANALYSIS

Dan Taylor
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

June 21, 2010

ESC Sample # : L463828-02

Site ID :

Project # : 23107012

Date Received : June 11, 2010
Description : Kings One Hour Cleaners

Sample ID : MW-6-76 75-77FT

Collected By : Dan Taylor
Collection Date : 06/09/10 15:00

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Methylene Chloride	BDL	0.025	mg/kg	8260B	06/20/10	5
4-Methyl-2-pentanone (MIBK)	BDL	0.050	mg/kg	8260B	06/20/10	5
Methyl tert-butyl ether	BDL	0.0050	mg/kg	8260B	06/20/10	5
Naphthalene	BDL	0.025	mg/kg	8260B	06/20/10	5
n-Propylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Styrene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,1,2-Tetrachloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2,2-Tetrachloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0050	mg/kg	8260B	06/20/10	5
Tetrachloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Toluene	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2,3-Trichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,4-Trichlorobenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,1-Trichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,1,2-Trichloroethane	BDL	0.0050	mg/kg	8260B	06/20/10	5
Trichloroethene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Trichlorofluoromethane	BDL	0.025	mg/kg	8260B	06/20/10	5
1,2,3-Trichloropropane	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,4-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,2,3-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
1,3,5-Trimethylbenzene	BDL	0.0050	mg/kg	8260B	06/20/10	5
Vinyl chloride	BDL	0.0050	mg/kg	8260B	06/20/10	5
Xylenes, Total	BDL	0.015	mg/kg	8260B	06/20/10	5
Surrogate Recovery						
Toluene-d8	99.1		% Rec.	8260B	06/20/10	5
Dibromofluoromethane	104.		% Rec.	8260B	06/20/10	5
4-Bromofluorobenzene	106.		% Rec.	8260B	06/20/10	5

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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Reported: 06/21/10 13:09 Printed: 06/21/10 13:09

EPA #COD981541436
M&E 1.3

Summary of Remarks For Samples Printed
06/21/10 at 13:09:57

TSR Signing Reports: 151
R5 - Desired TAT

Send only unpreserved VOA vials unless client requests otherwise-7 day hold time on VOCs-cb
11/02; Run PCBs at 1x, client needs 0.07 ppm RDL

Sample: L463828-01 Account: TERRCSCO Received: 06/11/10 09:00 Due Date: 06/18/10 00:00 RPT Date: 06/21/10 13:09

Sample: L463828-02 Account: TERRCSCO Received: 06/11/10 09:00 Due Date: 06/18/10 00:00 RPT Date: 06/21/10 13:09

Company Name/Address:

Terracon - Colorado Springs

4172 Center Park Drive
Colorado Springs,CO 80916

Billing Information:

Accounts Payable
4172 Center Park Drive

Colorado Springs,CO 80916

Analysis/Container/Pr E231

Chain of Custody
Page 1 of 1

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EPA #COD981541436
M&E 1.3

Report to: Dan Taylor

Email to: dktaylor@terracon.com

Project Description: Kings One Hour Cleaners

City/Sate Collected: Colorado Springs, CO

Phone: (719) 597-2116
FAX: (719) 597-2117

Client Project #: 23107012

ESC Key:

Collected by: (print) Dan Taylor

Site/Facility ID#:

P.O.#:

Collected by (signature): [signature]

Immediately Packed on Ice N ___ Y ✓

Rush? (Lab MUST Be Notified)
___ Same Day.....200%
___ Next Day.....100%
___ Two Day.....50%
___ Three Day.....25%

Date Results Needed:
Email? __No ✓Yes
FAX? ✓No __Yes

CoCode TERRCSCO (lab use only)
Template/Prelogin
Shipped Via:

Sample ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	8260B-VOCs	Remarks/Contaminant	Sample # (lab only)
MW6-6	Grab	SS	5'-7'	6/9/10	0900	2	X		L463828 .01
MW-6-76	Grab	SS	75'-77'	6/9/10	1500	2	X		L463828 .02

*Matrix: SS - Soil/Solid GW - Groundwater WW - WasteWater DW - Drinking Water OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

4/34198068328

Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Samples returned via: ☐ UPS ☒ FedEx ☐ Courier ☐ ____	Condition: (lab use only) OK
[signature]	6/10/10	1500			
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Temp: 3.2 / Bottles Received: 4-40z	CoC Seals Intact __ Y __ N __ NA
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature) [signature]	Date: 6/11/10 / Time: 0900	pH Checked: / NCF:

EPA #COD981541436
M&E 1.3

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Est. 1970

Mr. Larry Keefe
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

Report Summary

Monday June 28, 2010

Report Number: L464277
Samples Received: 06/15/10
Client Project: 23107012

Description: Kings One Hr. Cleaners

The analytical results in this report are based upon information supplied by you, the client, and are for your exclusive use. If you have any questions regarding this data package, please do not hesitate to call.

Entire Report Reviewed By:

John D. Blackman , ESC Representative

Laboratory Certification Numbers

A2LA - 1461-01, AIHA - 100789, AL - 40660, CA - I-2327, CT - PH-0197, FL - E87487
GA - 923, IN - C-TN-01, KY - 90010, KYUST - 0016, NC - ENV375/DW21704, ND - R-140
NJ - TN002,NJ NELAP - TN002, SC - 84004, TN - 2006, VA - 00109, WV - 233
AZ - 0612, MN - 047-999-395, NY - 11742, WI - 998093910, NV - TN000032008A

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REPORT OF ANALYSIS

June 28, 2010

Mr. Larry Keefe
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

ESC Sample # : L464277-01

Date Received : June 15, 2010
Description : Kings One Hr. Cleaners

Site ID :

Sample ID : KINGS MW-6

Project # : 23107012

Collected By : Angela Comer
Collection Date : 06/14/10 00:00

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Volatile Organics						
Acetone	BDL	0.050	mg/l	8260B	06/25/10	1
Acrolein	BDL	0.050	mg/l	8260B	06/25/10	1
Acrylonitrile	BDL	0.010	mg/l	8260B	06/25/10	1
Benzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Bromobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Bromodichloromethane	BDL	0.0010	mg/l	8260B	06/25/10	1
Bromoform	BDL	0.0010	mg/l	8260B	06/25/10	1
Bromomethane	BDL	0.0050	mg/l	8260B	06/25/10	1
n-Butylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
sec-Butylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
tert-Butylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Carbon tetrachloride	BDL	0.0010	mg/l	8260B	06/25/10	1
Chlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Chlorodibromomethane	BDL	0.0010	mg/l	8260B	06/25/10	1
Chloroethane	BDL	0.0050	mg/l	8260B	06/25/10	1
2-Chloroethyl vinyl ether	BDL	0.050	mg/l	8260B	06/25/10	1
Chloroform	BDL	0.0050	mg/l	8260B	06/25/10	1
Chloromethane	BDL	0.0025	mg/l	8260B	06/25/10	1
2-Chlorotoluene	BDL	0.0010	mg/l	8260B	06/25/10	1
4-Chlorotoluene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2-Dibromo-3-Chloropropane	BDL	0.0050	mg/l	8260B	06/25/10	1
1,2-Dibromoethane	BDL	0.0010	mg/l	8260B	06/25/10	1
Dibromomethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2-Dichlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,3-Dichlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,4-Dichlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Dichlorodifluoromethane	BDL	0.0050	mg/l	8260B	06/25/10	1
1,1-Dichloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2-Dichloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1-Dichloroethene	BDL	0.0010	mg/l	8260B	06/25/10	1
cis-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	06/25/10	1
trans-1,2-Dichloroethene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2-Dichloropropane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1-Dichloropropene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,3-Dichloropropane	BDL	0.0010	mg/l	8260B	06/25/10	1
cis-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	06/25/10	1
trans-1,3-Dichloropropene	BDL	0.0010	mg/l	8260B	06/25/10	1
2,2-Dichloropropane	BDL	0.0010	mg/l	8260B	06/25/10	1
Di-isopropyl ether	BDL	0.0010	mg/l	8260B	06/25/10	1
Ethylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Hexachloro-1,3-butadiene	BDL	0.0010	mg/l	8260B	06/25/10	1
Isopropylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
p-Isopropyltoluene	BDL	0.0010	mg/l	8260B	06/25/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)

EPA #COD981541436
M&E 1.3

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Est. 1970

REPORT OF ANALYSIS

Mr. Larry Keefe
Terracon - Colorado Springs
4172 Center Park Drive
Colorado Springs, CO 80916

June 28, 2010

ESC Sample # : L464277-01

Site ID :

Project # : 23107012

Date Received : June 15, 2010
Description : Kings One Hr. Cleaners

Sample ID : KINGS MW-6

Collected By :
Collection Date : 06/14/10 00:00

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
2-Butanone (MEK)	BDL	0.010	mg/l	8260B	06/25/10	1
Methylene Chloride	BDL	0.0050	mg/l	8260B	06/25/10	1
4-Methyl-2-pentanone (MIBK)	BDL	0.010	mg/l	8260B	06/25/10	1
Methyl tert-butyl ether	BDL	0.0010	mg/l	8260B	06/25/10	1
Naphthalene	BDL	0.0050	mg/l	8260B	06/25/10	1
n-Propylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Styrene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1,1,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1,2,2-Tetrachloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1,2-Trichloro-1,2,2-trifluoro	BDL	0.0010	mg/l	8260B	06/25/10	1
Tetrachloroethene	BDL	0.0010	mg/l	8260B	06/25/10	1
Toluene	BDL	0.0050	mg/l	8260B	06/25/10	1
1,2,3-Trichlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2,4-Trichlorobenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1,1-Trichloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,1,2-Trichloroethane	BDL	0.0010	mg/l	8260B	06/25/10	1
Trichloroethene	BDL	0.0010	mg/l	8260B	06/25/10	1
Trichlorofluoromethane	BDL	0.0050	mg/l	8260B	06/25/10	1
1,2,3-Trichloropropane	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2,4-Trimethylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,2,3-Trimethylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
1,3,5-Trimethylbenzene	BDL	0.0010	mg/l	8260B	06/25/10	1
Vinyl chloride	BDL	0.0010	mg/l	8260B	06/25/10	1
Xylenes, Total	BDL	0.0030	mg/l	8260B	06/25/10	1
Surrogate Recovery						
Toluene-d8	100.		% Rec.	8260B	06/25/10	1
Dibromofluoromethane	100.		% Rec.	8260B	06/25/10	1
4-Bromofluorobenzene	99.1		% Rec.	8260B	06/25/10	1

BDL - Below Detection Limit
Det. Limit - Practical Quantitation Limit(PQL)
Note:
The reported analytical results relate only to the sample submitted.
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Reported: 06/28/10 09:10 Printed: 06/28/10 09:10

EPA #COD981541436
M&E 1.3

Summary of Remarks For Samples Printed
06/28/10 at 09:10:52

TSR Signing Reports: 151
R5 - Desired TAT

Send only unpreserved VOA vials unless client requests otherwise-7 day hold time on VOCs-cb
11/02 ; Run PCBs at 1x, client needs 0.07 ppm RDL

Sample: L464277-01 Account: TERRCSCO Received: 06/15/10 09:00 Due Date: 06/22/10 00:00 RPT Date: 06/28/10 09:10

Company Name/Address:
Terracon - Colorado Springs

4172 Center Park Drive
Colorado Springs,CO 80916

Billing Information:

Accounts Payable
4172 Center Park Drive

Colorado Springs,CO 80916

Analysis/Container/Pre

D037

Chain of Custody
Page ___ of ___

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Mt. Juliet, TN 37122

Phone: (800) 767-5859
Phone: (615) 758-5858
Fax: (615) 758-5859

EPA #COD981541436
M&E 1.3

Report to: LARRY KEEFE

Email to: LRKEEFE@TERRACON.COM

Project Description: KINGS ONE HR. CLEANERS

City/Sate Collected: COLORADO SPRINGS, CO

Phone: (719) 597-2116
FAX: (719) 597-2117

Client Project #: 23107012

ESC Key:

Collected by: (print) ANGELA COMER-REG

Site/Facility ID#:

P.O.#:

Collected by (signature): (REG)

Immediately Packed on Ice N ___ (Y)

Rush? (Lab MUST Be Notified)
___ Same Day..... 200%
___ Next Day..... 100%
___ Two Day..... 50%
___ Three Day..... 25%

Date Results Needed: 6/22/10

Email? __No X Yes

FAX? X No __Yes

CoCode TERRCSCO (lab use only)

Template/Prelogin

Shipped Via:

Sample ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	VOCs 8260B	Remarks/Contaminant	Sample # (lab only)
KINGS MW-6	G	GW		6/14/10		3	3		L464277-01

*Matrix: SS - Soil/Solid GW - Groundwater WW - WasteWater DW - Drinking Water OT - Other_____

pH _____ Temp _____

Remarks:

Flow _____ Other _____

Relinquished by: (Signature)		Date:	Time:	Received by: (Signature)	Samples returned via: ☐ UPS ☐ FedEx ☐ Courier 7833 5299 5444	Condition: (lab use only)
	REG	6-14-10	1034			
Relinquished by: (Signature)		Date:	Time:	Received by: (Signature)	Temp: 3.7°C / Bottles Received: 3V	CoC Seals Intact (Y) ___ N ___ NA
		6/14/10	1600			
Relinquished by: (Signature)		Date:	Time:	Received for lab by: (Signature)	Date: 6/15/10 / Time: 0916	pH Checked: / NCF:

10:34

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July 02, 2010

Paul Millet
Terracon
4172 Center Park Dr.
Colorado Springs, CO

RE: Project: KINGS
Pace Project No.: 6081095

Dear Paul Millet:
Enclosed are the analytical results for sample(s) received by the laboratory on June 26, 2010. The results relate only to the samples included in this report. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Colleen Koporc

colleen.koporc@pacelabs.com
Project Manager

Enclosures

cc: Larry Keefe, Terracon - CO

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CERTIFICATIONS

Project: KINGS
Pace Project No.: 6081095

Kansas Certification IDs
9608 Loiret Boulevard, Lenexa, KS 66219
A2LA Certification #: 2456.01
Arkansas Certification #: 05-008-0
Illinois Certification #: 001191
Iowa Certification #: 118
Kansas/NELAP Certification #: E-10116
Louisiana Certification #: 03055
Nevada Certification #: KS000212008A
Oklahoma Certification #: 9205/9935
Texas Certification #: T104704407-08-TX
Utah Certification #: 9135995665

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SAMPLE SUMMARY

Project: KINGS
Pace Project No.: 6081095

Lab ID	Sample ID	Matrix	Date Collected	Date Received
6081095001	B-1 (4-5)	Solid	06/25/10 11:30	06/26/10 08:30
6081095002	B-1	Water	06/25/10 11:45	06/26/10 08:30
6081095003	B-3 (0-1)	Solid	06/25/10 12:35	06/26/10 08:30
6081095004	B-5 (4-5)	Solid	06/25/10 13:30	06/26/10 08:30
6081095005	B-6 (3-4)	Solid	06/25/10 14:50	06/26/10 08:30
6081095006	B-7 (0-1)	Solid	06/25/10 15:10	06/26/10 08:30
6081095007	B-8 (1-2)	Solid	06/25/10 16:05	06/26/10 08:30

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SAMPLE ANALYTE COUNT

Project: KINGS
Pace Project No.: 6081095

Lab ID	Sample ID	Method	Analysts	Analytes Reported
6081095001	B-1 (4-5)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1
6081095002	B-1	EPA 5030B/8260	PRG	70
6081095003	B-3 (0-1)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1
6081095004	B-5 (4-5)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1
6081095005	B-6 (3-4)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1
6081095006	B-7 (0-1)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1
6081095007	B-8 (1-2)	EPA 8260	ZNF	69
		ASTM D2974-87	BSR	1

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-1 (4-5) **Lab ID: 6081095001** Collected: 06/25/10 11:30 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	ND	ug/kg	226000	10000		06/29/10 16:14	67-64-1	
Benzene	ND	ug/kg	56400	10000		06/29/10 16:14	71-43-2	
Bromobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	108-86-1	
Bromochloromethane	ND	ug/kg	56400	10000		06/29/10 16:14	74-97-5	
Bromodichloromethane	ND	ug/kg	56400	10000		06/29/10 16:14	75-27-4	
Bromoform	ND	ug/kg	56400	10000		06/29/10 16:14	75-25-2	
Bromomethane	ND	ug/kg	56400	10000		06/29/10 16:14	74-83-9	
2-Butanone (MEK)	ND	ug/kg	113000	10000		06/29/10 16:14	78-93-3	
n-Butylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	104-51-8	
sec-Butylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	135-98-8	
tert-Butylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	98-06-6	
Carbon disulfide	ND	ug/kg	56400	10000		06/29/10 16:14	75-15-0	
Carbon tetrachloride	ND	ug/kg	56400	10000		06/29/10 16:14	56-23-5	
Chlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	108-90-7	
Chloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	75-00-3	
Chloroform	ND	ug/kg	56400	10000		06/29/10 16:14	67-66-3	
Chloromethane	ND	ug/kg	56400	10000		06/29/10 16:14	74-87-3	
2-Chlorotoluene	ND	ug/kg	56400	10000		06/29/10 16:14	95-49-8	
4-Chlorotoluene	ND	ug/kg	56400	10000		06/29/10 16:14	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	113000	10000		06/29/10 16:14	96-12-8	
Dibromochloromethane	ND	ug/kg	56400	10000		06/29/10 16:14	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	56400	10000		06/29/10 16:14	106-93-4	
Dibromomethane	ND	ug/kg	56400	10000		06/29/10 16:14	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	56400	10000		06/29/10 16:14	75-71-8	
1,1-Dichloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	75-34-3	
1,2-Dichloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	107-06-2	
1,2-Dichloroethene (Total)	ND	ug/kg	56400	10000		06/29/10 16:14	540-59-0	
1,1-Dichloroethene	ND	ug/kg	56400	10000		06/29/10 16:14	75-35-4	
cis-1,2-Dichloroethene	ND	ug/kg	56400	10000		06/29/10 16:14	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	56400	10000		06/29/10 16:14	156-60-5	
1,2-Dichloropropane	ND	ug/kg	56400	10000		06/29/10 16:14	78-87-5	
1,3-Dichloropropane	ND	ug/kg	56400	10000		06/29/10 16:14	142-28-9	
2,2-Dichloropropane	ND	ug/kg	56400	10000		06/29/10 16:14	594-20-7	
1,1-Dichloropropene	ND	ug/kg	56400	10000		06/29/10 16:14	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	56400	10000		06/29/10 16:14	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	56400	10000		06/29/10 16:14	10061-02-6	
Ethylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	56400	10000		06/29/10 16:14	87-68-3	
2-Hexanone	ND	ug/kg	226000	10000		06/29/10 16:14	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	56400	10000		06/29/10 16:14	98-82-8	
p-Isopropyltoluene	ND	ug/kg	56400	10000		06/29/10 16:14	99-87-6	
Methylene chloride	ND	ug/kg	56400	10000		06/29/10 16:14	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	113000	10000		06/29/10 16:14	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-1 (4-5) **Lab ID: 6081095001** Collected: 06/25/10 11:30 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	56400	10000		06/29/10 16:14	1634-04-4	
Naphthalene	ND	ug/kg	113000	10000		06/29/10 16:14	91-20-3	
n-Propylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	103-65-1	
Styrene	ND	ug/kg	56400	10000		06/29/10 16:14	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	79-34-5	
Tetrachloroethene	**1930000**	ug/kg	56400	10000		06/29/10 16:14	127-18-4	
Toluene	ND	ug/kg	56400	10000		06/29/10 16:14	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	56400	10000		06/29/10 16:14	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	56400	10000		06/29/10 16:14	79-00-5	
Trichloroethene	ND	ug/kg	56400	10000		06/29/10 16:14	79-01-6	
Trichlorofluoromethane	ND	ug/kg	56400	10000		06/29/10 16:14	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	56400	10000		06/29/10 16:14	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	56400	10000		06/29/10 16:14	108-67-8	
Vinyl chloride	ND	ug/kg	56400	10000		06/29/10 16:14	75-01-4	
Xylene (Total)	ND	ug/kg	56400	10000		06/29/10 16:14	1330-20-7	
Dibromofluoromethane (S)	101	%	68-129	10000		06/29/10 16:14	1868-53-7	
Toluene-d8 (S)	94	%	81-121	10000		06/29/10 16:14	2037-26-5	
4-Bromofluorobenzene (S)	100	%	75-131	10000		06/29/10 16:14	460-00-4	
1,2-Dichloroethane-d4 (S)	100	%	77-131	10000		06/29/10 16:14	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	**12.0**	%	0.10	1		06/29/10 00:00		

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-1 **Lab ID: 6081095002** Collected: 06/25/10 11:45 Received: 06/26/10 08:30 Matrix: Water

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV	Analytical Method: EPA 5030B/8260							
Acetone	ND	ug/L	10000	1000		06/30/10 13:46	67-64-1	
Benzene	ND	ug/L	1000	1000		06/30/10 13:46	71-43-2	
Bromobenzene	ND	ug/L	1000	1000		06/30/10 13:46	108-86-1	
Bromochloromethane	ND	ug/L	1000	1000		06/30/10 13:46	74-97-5	
Bromodichloromethane	ND	ug/L	1000	1000		06/30/10 13:46	75-27-4	
Bromoform	ND	ug/L	1000	1000		06/30/10 13:46	75-25-2	
Bromomethane	ND	ug/L	1000	1000		06/30/10 13:46	74-83-9	
2-Butanone (MEK)	ND	ug/L	10000	1000		06/30/10 13:46	78-93-3	
n-Butylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	104-51-8	
sec-Butylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	135-98-8	
tert-Butylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	98-06-6	
Carbon disulfide	ND	ug/L	5000	1000		06/30/10 13:46	75-15-0	
Carbon tetrachloride	ND	ug/L	1000	1000		06/30/10 13:46	56-23-5	
Chlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	108-90-7	
Chloroethane	ND	ug/L	1000	1000		06/30/10 13:46	75-00-3	
Chloroform	ND	ug/L	1000	1000		06/30/10 13:46	67-66-3	
Chloromethane	ND	ug/L	1000	1000		06/30/10 13:46	74-87-3	
2-Chlorotoluene	ND	ug/L	1000	1000		06/30/10 13:46	95-49-8	
4-Chlorotoluene	ND	ug/L	1000	1000		06/30/10 13:46	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/L	2500	1000		06/30/10 13:46	96-12-8	
Dibromochloromethane	ND	ug/L	1000	1000		06/30/10 13:46	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/L	1000	1000		06/30/10 13:46	106-93-4	
Dibromomethane	ND	ug/L	1000	1000		06/30/10 13:46	74-95-3	
1,2-Dichlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	95-50-1	
1,3-Dichlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	541-73-1	
1,4-Dichlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	106-46-7	
Dichlorodifluoromethane	ND	ug/L	1000	1000		06/30/10 13:46	75-71-8	
1,1-Dichloroethane	ND	ug/L	1000	1000		06/30/10 13:46	75-34-3	
1,2-Dichloroethane	ND	ug/L	1000	1000		06/30/10 13:46	107-06-2	
1,2-Dichloroethene (Total)	**23500**	ug/L	1000	1000		06/30/10 13:46	540-59-0	
1,1-Dichloroethene	ND	ug/L	1000	1000		06/30/10 13:46	75-35-4	
cis-1,2-Dichloroethene	**23500**	ug/L	1000	1000		06/30/10 13:46	156-59-2	
trans-1,2-Dichloroethene	ND	ug/L	1000	1000		06/30/10 13:46	156-60-5	
1,2-Dichloropropane	ND	ug/L	1000	1000		06/30/10 13:46	78-87-5	
1,3-Dichloropropane	ND	ug/L	1000	1000		06/30/10 13:46	142-28-9	
2,2-Dichloropropane	ND	ug/L	1000	1000		06/30/10 13:46	594-20-7	
1,1-Dichloropropene	ND	ug/L	1000	1000		06/30/10 13:46	563-58-6	
cis-1,3-Dichloropropene	ND	ug/L	1000	1000		06/30/10 13:46	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/L	1000	1000		06/30/10 13:46	10061-02-6	
Ethylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/L	1000	1000		06/30/10 13:46	87-68-3	
2-Hexanone	ND	ug/L	10000	1000		06/30/10 13:46	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/L	1000	1000		06/30/10 13:46	98-82-8	
p-Isopropyltoluene	ND	ug/L	1000	1000		06/30/10 13:46	99-87-6	
Methylene chloride	ND	ug/L	1000	1000		06/30/10 13:46	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/L	10000	1000		06/30/10 13:46	108-10-1	
Methyl-tert-butyl ether	ND	ug/L	1000	1000		06/30/10 13:46	1634-04-4	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-1 Lab ID: 6081095002 Collected: 06/25/10 11:45 Received: 06/26/10 08:30 Matrix: Water

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV	Analytical Method: EPA 5030B/8260							
Naphthalene	ND	ug/L	10000	1000		06/30/10 13:46	91-20-3	
n-Propylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	103-65-1	
Styrene	ND	ug/L	1000	1000		06/30/10 13:46	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/L	1000	1000		06/30/10 13:46	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/L	1000	1000		06/30/10 13:46	79-34-5	
Tetrachloroethene	**243000**	ug/L	1000	1000		06/30/10 13:46	127-18-4	E,P2
Toluene	ND	ug/L	1000	1000		06/30/10 13:46	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/L	1000	1000		06/30/10 13:46	120-82-1	
1,1,1-Trichloroethane	ND	ug/L	1000	1000		06/30/10 13:46	71-55-6	
1,1,2-Trichloroethane	ND	ug/L	1000	1000		06/30/10 13:46	79-00-5	
Trichloroethene	**14500**	ug/L	1000	1000		06/30/10 13:46	79-01-6	
Trichlorofluoromethane	ND	ug/L	1000	1000		06/30/10 13:46	75-69-4	
1,2,3-Trichloropropane	ND	ug/L	2500	1000		06/30/10 13:46	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/L	1000	1000		06/30/10 13:46	108-67-8	
Vinyl chloride	**2090**	ug/L	1000	1000		06/30/10 13:46	75-01-4	
Xylene (Total)	ND	ug/L	3000	1000		06/30/10 13:46	1330-20-7	
4-Bromofluorobenzene (S)	97	%	87-113	1000		06/30/10 13:46	460-00-4	
Dibromofluoromethane (S)	99	%	86-112	1000		06/30/10 13:46	1868-53-7	
1,2-Dichloroethane-d4 (S)	106	%	82-119	1000		06/30/10 13:46	17060-07-0	
Toluene-d8 (S)	101	%	90-110	1000		06/30/10 13:46	2037-26-5	
Preservation pH	**1.0**		0.10	1000		06/30/10 13:46		

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-3 (0-1) **Lab ID: 6081095003** Collected: 06/25/10 12:35 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	ND	ug/kg	21.5	1		06/29/10 12:52	67-64-1	
Benzene	ND	ug/kg	5.4	1		06/29/10 12:52	71-43-2	
Bromobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	108-86-1	
Bromochloromethane	ND	ug/kg	5.4	1		06/29/10 12:52	74-97-5	
Bromodichloromethane	ND	ug/kg	5.4	1		06/29/10 12:52	75-27-4	
Bromoform	ND	ug/kg	5.4	1		06/29/10 12:52	75-25-2	
Bromomethane	ND	ug/kg	5.4	1		06/29/10 12:52	74-83-9	
2-Butanone (MEK)	ND	ug/kg	10.8	1		06/29/10 12:52	78-93-3	
n-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	104-51-8	
sec-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	135-98-8	
tert-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	98-06-6	
Carbon disulfide	ND	ug/kg	5.4	1		06/29/10 12:52	75-15-0	
Carbon tetrachloride	ND	ug/kg	5.4	1		06/29/10 12:52	56-23-5	
Chlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	108-90-7	
Chloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	75-00-3	
Chloroform	ND	ug/kg	5.4	1		06/29/10 12:52	67-66-3	
Chloromethane	ND	ug/kg	5.4	1		06/29/10 12:52	74-87-3	
2-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 12:52	95-49-8	
4-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 12:52	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	10.8	1		06/29/10 12:52	96-12-8	
Dibromochloromethane	ND	ug/kg	5.4	1		06/29/10 12:52	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	5.4	1		06/29/10 12:52	106-93-4	
Dibromomethane	ND	ug/kg	5.4	1		06/29/10 12:52	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	5.4	1		06/29/10 12:52	75-71-8	
1,1-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	75-34-3	
1,2-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	107-06-2	
1,2-Dichloroethene (Total)	ND	ug/kg	5.4	1		06/29/10 12:52	540-59-0	
1,1-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 12:52	75-35-4	
cis-1,2-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 12:52	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 12:52	156-60-5	
1,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 12:52	78-87-5	
1,3-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 12:52	142-28-9	
2,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 12:52	594-20-7	
1,1-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 12:52	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 12:52	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 12:52	10061-02-6	
Ethylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	5.4	1		06/29/10 12:52	87-68-3	
2-Hexanone	ND	ug/kg	21.5	1		06/29/10 12:52	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	5.4	1		06/29/10 12:52	98-82-8	
p-Isopropyltoluene	ND	ug/kg	5.4	1		06/29/10 12:52	99-87-6	
Methylene chloride	ND	ug/kg	5.4	1		06/29/10 12:52	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	10.8	1		06/29/10 12:52	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-3 (0-1) **Lab ID: 6081095003** Collected: 06/25/10 12:35 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	5.4	1		06/29/10 12:52	1634-04-4	
Naphthalene	ND	ug/kg	10.8	1		06/29/10 12:52	91-20-3	
n-Propylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	103-65-1	
Styrene	ND	ug/kg	5.4	1		06/29/10 12:52	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	79-34-5	
Tetrachloroethene	**2450**	ug/kg	278	50		06/29/10 17:38	127-18-4	
Toluene	ND	ug/kg	5.4	1		06/29/10 12:52	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 12:52	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 12:52	79-00-5	
Trichloroethene	**11.2**	ug/kg	5.4	1		06/29/10 12:52	79-01-6	
Trichlorofluoromethane	ND	ug/kg	5.4	1		06/29/10 12:52	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	5.4	1		06/29/10 12:52	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 12:52	108-67-8	
Vinyl chloride	ND	ug/kg	5.4	1		06/29/10 12:52	75-01-4	
Xylene (Total)	ND	ug/kg	5.4	1		06/29/10 12:52	1330-20-7	
Dibromofluoromethane (S)	104	%	68-129	1		06/29/10 12:52	1868-53-7	
Toluene-d8 (S)	94	%	81-121	1		06/29/10 12:52	2037-26-5	
4-Bromofluorobenzene (S)	98	%	75-131	1		06/29/10 12:52	460-00-4	
1,2-Dichloroethane-d4 (S)	102	%	77-131	1		06/29/10 12:52	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	**10.0**	%	0.10	1		06/29/10 00:00		

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-5 (4-5) **Lab ID: 6081095004** Collected: 06/25/10 13:30 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	ND	ug/kg	21.1	1		06/29/10 13:09	67-64-1	
Benzene	ND	ug/kg	5.3	1		06/29/10 13:09	71-43-2	
Bromobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	108-86-1	
Bromochloromethane	ND	ug/kg	5.3	1		06/29/10 13:09	74-97-5	
Bromodichloromethane	ND	ug/kg	5.3	1		06/29/10 13:09	75-27-4	
Bromoform	ND	ug/kg	5.3	1		06/29/10 13:09	75-25-2	
Bromomethane	ND	ug/kg	5.3	1		06/29/10 13:09	74-83-9	
2-Butanone (MEK)	ND	ug/kg	10.5	1		06/29/10 13:09	78-93-3	
n-Butylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	104-51-8	
sec-Butylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	135-98-8	
tert-Butylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	98-06-6	
Carbon disulfide	ND	ug/kg	5.3	1		06/29/10 13:09	75-15-0	
Carbon tetrachloride	ND	ug/kg	5.3	1		06/29/10 13:09	56-23-5	
Chlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	108-90-7	
Chloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	75-00-3	
Chloroform	ND	ug/kg	5.3	1		06/29/10 13:09	67-66-3	
Chloromethane	ND	ug/kg	5.3	1		06/29/10 13:09	74-87-3	
2-Chlorotoluene	ND	ug/kg	5.3	1		06/29/10 13:09	95-49-8	
4-Chlorotoluene	ND	ug/kg	5.3	1		06/29/10 13:09	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	10.5	1		06/29/10 13:09	96-12-8	
Dibromochloromethane	ND	ug/kg	5.3	1		06/29/10 13:09	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	5.3	1		06/29/10 13:09	106-93-4	
Dibromomethane	ND	ug/kg	5.3	1		06/29/10 13:09	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	5.3	1		06/29/10 13:09	75-71-8	
1,1-Dichloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	75-34-3	
1,2-Dichloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	107-06-2	
1,2-Dichloroethene (Total)	ND	ug/kg	5.3	1		06/29/10 13:09	540-59-0	
1,1-Dichloroethene	ND	ug/kg	5.3	1		06/29/10 13:09	75-35-4	
cis-1,2-Dichloroethene	ND	ug/kg	5.3	1		06/29/10 13:09	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	5.3	1		06/29/10 13:09	156-60-5	
1,2-Dichloropropane	ND	ug/kg	5.3	1		06/29/10 13:09	78-87-5	
1,3-Dichloropropane	ND	ug/kg	5.3	1		06/29/10 13:09	142-28-9	
2,2-Dichloropropane	ND	ug/kg	5.3	1		06/29/10 13:09	594-20-7	
1,1-Dichloropropene	ND	ug/kg	5.3	1		06/29/10 13:09	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	5.3	1		06/29/10 13:09	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	5.3	1		06/29/10 13:09	10061-02-6	
Ethylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	5.3	1		06/29/10 13:09	87-68-3	
2-Hexanone	ND	ug/kg	21.1	1		06/29/10 13:09	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	5.3	1		06/29/10 13:09	98-82-8	
p-Isopropyltoluene	ND	ug/kg	5.3	1		06/29/10 13:09	99-87-6	
Methylene chloride	ND	ug/kg	5.3	1		06/29/10 13:09	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	10.5	1		06/29/10 13:09	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-5 (4-5) **Lab ID: 6081095004** Collected: 06/25/10 13:30 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	5.3	1		06/29/10 13:09	1634-04-4	
Naphthalene	ND	ug/kg	10.5	1		06/29/10 13:09	91-20-3	
n-Propylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	103-65-1	
Styrene	ND	ug/kg	5.3	1		06/29/10 13:09	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	79-34-5	
Tetrachloroethene	**2160**	ug/kg	273	50		06/29/10 17:55	127-18-4	
Toluene	ND	ug/kg	5.3	1		06/29/10 13:09	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	5.3	1		06/29/10 13:09	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	5.3	1		06/29/10 13:09	79-00-5	
Trichloroethene	ND	ug/kg	5.3	1		06/29/10 13:09	79-01-6	
Trichlorofluoromethane	ND	ug/kg	5.3	1		06/29/10 13:09	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	5.3	1		06/29/10 13:09	96-18-4	
1,2,4-Trimethylbenzene	**7.2**	ug/kg	5.3	1		06/29/10 13:09	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	5.3	1		06/29/10 13:09	108-67-8	
Vinyl chloride	ND	ug/kg	5.3	1		06/29/10 13:09	75-01-4	
Xylene (Total)	ND	ug/kg	5.3	1		06/29/10 13:09	1330-20-7	
Dibromofluoromethane (S)	104	%	68-129	1		06/29/10 13:09	1868-53-7	
Toluene-d8 (S)	94	%	81-121	1		06/29/10 13:09	2037-26-5	
4-Bromofluorobenzene (S)	99	%	75-131	1		06/29/10 13:09	460-00-4	
1,2-Dichloroethane-d4 (S)	101	%	77-131	1		06/29/10 13:09	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	**11.7**	%	0.10	1		06/29/10 00:00		

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-6 (3-4) **Lab ID: 6081095005** Collected: 06/25/10 14:50 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	**89.6**	ug/kg	21.4	1		06/29/10 17:05	67-64-1	
Benzene	ND	ug/kg	5.4	1		06/29/10 17:05	71-43-2	
Bromobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	108-86-1	
Bromochloromethane	ND	ug/kg	5.4	1		06/29/10 17:05	74-97-5	
Bromodichloromethane	ND	ug/kg	5.4	1		06/29/10 17:05	75-27-4	
Bromoform	ND	ug/kg	5.4	1		06/29/10 17:05	75-25-2	
Bromomethane	ND	ug/kg	5.4	1		06/29/10 17:05	74-83-9	
2-Butanone (MEK)	**19.3**	ug/kg	10.7	1		06/29/10 17:05	78-93-3	
n-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	104-51-8	
sec-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	135-98-8	
tert-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	98-06-6	
Carbon disulfide	ND	ug/kg	5.4	1		06/29/10 17:05	75-15-0	
Carbon tetrachloride	ND	ug/kg	5.4	1		06/29/10 17:05	56-23-5	
Chlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	108-90-7	
Chloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	75-00-3	
Chloroform	ND	ug/kg	5.4	1		06/29/10 17:05	67-66-3	
Chloromethane	ND	ug/kg	5.4	1		06/29/10 17:05	74-87-3	
2-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 17:05	95-49-8	
4-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 17:05	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	10.7	1		06/29/10 17:05	96-12-8	
Dibromochloromethane	ND	ug/kg	5.4	1		06/29/10 17:05	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	5.4	1		06/29/10 17:05	106-93-4	
Dibromomethane	ND	ug/kg	5.4	1		06/29/10 17:05	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	5.4	1		06/29/10 17:05	75-71-8	
1,1-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	75-34-3	
1,2-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	107-06-2	
1,2-Dichloroethene (Total)	**8.5**	ug/kg	5.4	1		06/29/10 17:05	540-59-0	
1,1-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 17:05	75-35-4	
cis-1,2-Dichloroethene	**8.5**	ug/kg	5.4	1		06/29/10 17:05	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 17:05	156-60-5	
1,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 17:05	78-87-5	
1,3-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 17:05	142-28-9	
2,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 17:05	594-20-7	
1,1-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 17:05	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 17:05	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 17:05	10061-02-6	
Ethylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	5.4	1		06/29/10 17:05	87-68-3	
2-Hexanone	ND	ug/kg	21.4	1		06/29/10 17:05	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	5.4	1		06/29/10 17:05	98-82-8	
p-Isopropyltoluene	ND	ug/kg	5.4	1		06/29/10 17:05	99-87-6	
Methylene chloride	ND	ug/kg	5.4	1		06/29/10 17:05	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	10.7	1		06/29/10 17:05	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-6 (3-4) **Lab ID: 6081095005** Collected: 06/25/10 14:50 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	5.4	1		06/29/10 17:05	1634-04-4	
Naphthalene	ND	ug/kg	10.7	1		06/29/10 17:05	91-20-3	
n-Propylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	103-65-1	
Styrene	ND	ug/kg	5.4	1		06/29/10 17:05	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	79-34-5	
Tetrachloroethene	ND	ug/kg	5.4	1		06/29/10 17:05	127-18-4	
Toluene	ND	ug/kg	5.4	1		06/29/10 17:05	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 17:05	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 17:05	79-00-5	
Trichloroethene	ND	ug/kg	5.4	1		06/29/10 17:05	79-01-6	
Trichlorofluoromethane	ND	ug/kg	5.4	1		06/29/10 17:05	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	5.4	1		06/29/10 17:05	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 17:05	108-67-8	
Vinyl chloride	ND	ug/kg	5.4	1		06/29/10 17:05	75-01-4	
Xylene (Total)	ND	ug/kg	5.4	1		06/29/10 17:05	1330-20-7	
Dibromofluoromethane (S)	102	%	68-129	1		06/29/10 17:05	1868-53-7	
Toluene-d8 (S)	93	%	81-121	1		06/29/10 17:05	2037-26-5	
4-Bromofluorobenzene (S)	99	%	75-131	1		06/29/10 17:05	460-00-4	
1,2-Dichloroethane-d4 (S)	103	%	77-131	1		06/29/10 17:05	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	**9.5**	%	0.10	1		06/29/10 00:00		

REPORT OF LABORATORY ANALYSIS

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(913)599-5665

ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-7 (0-1) **Lab ID: 6081095006** Collected: 06/25/10 15:10 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	ND	ug/kg	20.8	1		06/29/10 17:22	67-64-1	
Benzene	ND	ug/kg	5.2	1		06/29/10 17:22	71-43-2	
Bromobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	108-86-1	
Bromochloromethane	ND	ug/kg	5.2	1		06/29/10 17:22	74-97-5	
Bromodichloromethane	ND	ug/kg	5.2	1		06/29/10 17:22	75-27-4	
Bromoform	ND	ug/kg	5.2	1		06/29/10 17:22	75-25-2	
Bromomethane	ND	ug/kg	5.2	1		06/29/10 17:22	74-83-9	
2-Butanone (MEK)	ND	ug/kg	10.4	1		06/29/10 17:22	78-93-3	
n-Butylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	104-51-8	
sec-Butylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	135-98-8	
tert-Butylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	98-06-6	
Carbon disulfide	ND	ug/kg	5.2	1		06/29/10 17:22	75-15-0	
Carbon tetrachloride	ND	ug/kg	5.2	1		06/29/10 17:22	56-23-5	
Chlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	108-90-7	
Chloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	75-00-3	
Chloroform	ND	ug/kg	5.2	1		06/29/10 17:22	67-66-3	
Chloromethane	ND	ug/kg	5.2	1		06/29/10 17:22	74-87-3	
2-Chlorotoluene	ND	ug/kg	5.2	1		06/29/10 17:22	95-49-8	
4-Chlorotoluene	ND	ug/kg	5.2	1		06/29/10 17:22	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	10.4	1		06/29/10 17:22	96-12-8	
Dibromochloromethane	ND	ug/kg	5.2	1		06/29/10 17:22	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	5.2	1		06/29/10 17:22	106-93-4	
Dibromomethane	ND	ug/kg	5.2	1		06/29/10 17:22	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	5.2	1		06/29/10 17:22	75-71-8	
1,1-Dichloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	75-34-3	
1,2-Dichloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	107-06-2	
1,2-Dichloroethene (Total)	ND	ug/kg	5.2	1		06/29/10 17:22	540-59-0	
1,1-Dichloroethene	ND	ug/kg	5.2	1		06/29/10 17:22	75-35-4	
cis-1,2-Dichloroethene	ND	ug/kg	5.2	1		06/29/10 17:22	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	5.2	1		06/29/10 17:22	156-60-5	
1,2-Dichloropropane	ND	ug/kg	5.2	1		06/29/10 17:22	78-87-5	
1,3-Dichloropropane	ND	ug/kg	5.2	1		06/29/10 17:22	142-28-9	
2,2-Dichloropropane	ND	ug/kg	5.2	1		06/29/10 17:22	594-20-7	
1,1-Dichloropropene	ND	ug/kg	5.2	1		06/29/10 17:22	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	5.2	1		06/29/10 17:22	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	5.2	1		06/29/10 17:22	10061-02-6	
Ethylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	5.2	1		06/29/10 17:22	87-68-3	
2-Hexanone	ND	ug/kg	20.8	1		06/29/10 17:22	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	5.2	1		06/29/10 17:22	98-82-8	
p-Isopropyltoluene	ND	ug/kg	5.2	1		06/29/10 17:22	99-87-6	
Methylene chloride	ND	ug/kg	5.2	1		06/29/10 17:22	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	10.4	1		06/29/10 17:22	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-7 (0-1) **Lab ID: 6081095006** Collected: 06/25/10 15:10 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	5.2	1		06/29/10 17:22	1634-04-4	
Naphthalene	ND	ug/kg	10.4	1		06/29/10 17:22	91-20-3	
n-Propylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	103-65-1	
Styrene	ND	ug/kg	5.2	1		06/29/10 17:22	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	79-34-5	
Tetrachloroethene	25.2	ug/kg	5.2	1		06/29/10 17:22	127-18-4	
Toluene	ND	ug/kg	5.2	1		06/29/10 17:22	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	5.2	1		06/29/10 17:22	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	5.2	1		06/29/10 17:22	79-00-5	
Trichloroethene	6.8	ug/kg	5.2	1		06/29/10 17:22	79-01-6	
Trichlorofluoromethane	ND	ug/kg	5.2	1		06/29/10 17:22	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	5.2	1		06/29/10 17:22	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	5.2	1		06/29/10 17:22	108-67-8	
Vinyl chloride	ND	ug/kg	5.2	1		06/29/10 17:22	75-01-4	
Xylene (Total)	ND	ug/kg	5.2	1		06/29/10 17:22	1330-20-7	
Dibromofluoromethane (S)	103	%	68-129	1		06/29/10 17:22	1868-53-7	
Toluene-d8 (S)	94	%	81-121	1		06/29/10 17:22	2037-26-5	
4-Bromofluorobenzene (S)	99	%	75-131	1		06/29/10 17:22	460-00-4	
1,2-Dichloroethane-d4 (S)	102	%	77-131	1		06/29/10 17:22	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	7.9	%	0.10	1		06/29/10 00:00		

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-8 (1-2) **Lab ID: 6081095007** Collected: 06/25/10 16:05 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Acetone	ND	ug/kg	21.6	1		06/29/10 13:59	67-64-1	
Benzene	ND	ug/kg	5.4	1		06/29/10 13:59	71-43-2	
Bromobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	108-86-1	
Bromochloromethane	ND	ug/kg	5.4	1		06/29/10 13:59	74-97-5	
Bromodichloromethane	ND	ug/kg	5.4	1		06/29/10 13:59	75-27-4	
Bromoform	ND	ug/kg	5.4	1		06/29/10 13:59	75-25-2	
Bromomethane	ND	ug/kg	5.4	1		06/29/10 13:59	74-83-9	
2-Butanone (MEK)	ND	ug/kg	10.8	1		06/29/10 13:59	78-93-3	
n-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	104-51-8	
sec-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	135-98-8	
tert-Butylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	98-06-6	
Carbon disulfide	ND	ug/kg	5.4	1		06/29/10 13:59	75-15-0	
Carbon tetrachloride	ND	ug/kg	5.4	1		06/29/10 13:59	56-23-5	
Chlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	108-90-7	
Chloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	75-00-3	
Chloroform	ND	ug/kg	5.4	1		06/29/10 13:59	67-66-3	
Chloromethane	ND	ug/kg	5.4	1		06/29/10 13:59	74-87-3	
2-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 13:59	95-49-8	
4-Chlorotoluene	ND	ug/kg	5.4	1		06/29/10 13:59	106-43-4	
1,2-Dibromo-3-chloropropane	ND	ug/kg	10.8	1		06/29/10 13:59	96-12-8	
Dibromochloromethane	ND	ug/kg	5.4	1		06/29/10 13:59	124-48-1	
1,2-Dibromoethane (EDB)	ND	ug/kg	5.4	1		06/29/10 13:59	106-93-4	
Dibromomethane	ND	ug/kg	5.4	1		06/29/10 13:59	74-95-3	
1,2-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	95-50-1	
1,3-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	541-73-1	
1,4-Dichlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	106-46-7	
Dichlorodifluoromethane	ND	ug/kg	5.4	1		06/29/10 13:59	75-71-8	
1,1-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	75-34-3	
1,2-Dichloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	107-06-2	
1,2-Dichloroethene (Total)	ND	ug/kg	5.4	1		06/29/10 13:59	540-59-0	
1,1-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 13:59	75-35-4	
cis-1,2-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 13:59	156-59-2	
trans-1,2-Dichloroethene	ND	ug/kg	5.4	1		06/29/10 13:59	156-60-5	
1,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 13:59	78-87-5	
1,3-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 13:59	142-28-9	
2,2-Dichloropropane	ND	ug/kg	5.4	1		06/29/10 13:59	594-20-7	
1,1-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 13:59	563-58-6	
cis-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 13:59	10061-01-5	
trans-1,3-Dichloropropene	ND	ug/kg	5.4	1		06/29/10 13:59	10061-02-6	
Ethylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	100-41-4	
Hexachloro-1,3-butadiene	ND	ug/kg	5.4	1		06/29/10 13:59	87-68-3	
2-Hexanone	ND	ug/kg	21.6	1		06/29/10 13:59	591-78-6	
Isopropylbenzene (Cumene)	ND	ug/kg	5.4	1		06/29/10 13:59	98-82-8	
p-Isopropyltoluene	ND	ug/kg	5.4	1		06/29/10 13:59	99-87-6	
Methylene chloride	ND	ug/kg	5.4	1		06/29/10 13:59	75-09-2	
4-Methyl-2-pentanone (MIBK)	ND	ug/kg	10.8	1		06/29/10 13:59	108-10-1	

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ANALYTICAL RESULTS

Project: KINGS
Pace Project No.: 6081095

Sample: B-8 (1-2) **Lab ID: 6081095007** Collected: 06/25/10 16:05 Received: 06/26/10 08:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV 5035A VOA	Analytical Method: EPA 8260							
Methyl-tert-butyl ether	ND	ug/kg	5.4	1		06/29/10 13:59	1634-04-4	
Naphthalene	ND	ug/kg	10.8	1		06/29/10 13:59	91-20-3	
n-Propylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	103-65-1	
Styrene	ND	ug/kg	5.4	1		06/29/10 13:59	100-42-5	
1,1,1,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	630-20-6	
1,1,2,2-Tetrachloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	79-34-5	
Tetrachloroethene	97.8	ug/kg	5.4	1		06/29/10 13:59	127-18-4	
Toluene	ND	ug/kg	5.4	1		06/29/10 13:59	108-88-3	
1,2,3-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	87-61-6	
1,2,4-Trichlorobenzene	ND	ug/kg	5.4	1		06/29/10 13:59	120-82-1	
1,1,1-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	71-55-6	
1,1,2-Trichloroethane	ND	ug/kg	5.4	1		06/29/10 13:59	79-00-5	
Trichloroethene	ND	ug/kg	5.4	1		06/29/10 13:59	79-01-6	
Trichlorofluoromethane	ND	ug/kg	5.4	1		06/29/10 13:59	75-69-4	
1,2,3-Trichloropropane	ND	ug/kg	5.4	1		06/29/10 13:59	96-18-4	
1,2,4-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	95-63-6	
1,3,5-Trimethylbenzene	ND	ug/kg	5.4	1		06/29/10 13:59	108-67-8	
Vinyl chloride	ND	ug/kg	5.4	1		06/29/10 13:59	75-01-4	
Xylene (Total)	ND	ug/kg	5.4	1		06/29/10 13:59	1330-20-7	
Dibromofluoromethane (S)	104	%	68-129	1		06/29/10 13:59	1868-53-7	
Toluene-d8 (S)	95	%	81-121	1		06/29/10 13:59	2037-26-5	
4-Bromofluorobenzene (S)	100	%	75-131	1		06/29/10 13:59	460-00-4	
1,2-Dichloroethane-d4 (S)	103	%	77-131	1		06/29/10 13:59	17060-07-0	
Percent Moisture	Analytical Method: ASTM D2974-87							
Percent Moisture	11.8	%	0.10	1		06/29/10 00:00		

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

QC Batch: MSV/29885
QC Batch Method: EPA 5030B/8260
Associated Lab Samples: 6081095002

Analysis Method: EPA 5030B/8260
Analysis Description: 8260 MSV Water 10 mL Purge

METHOD BLANK: 665168
Matrix: Water
Associated Lab Samples: 6081095002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,1,1,2-Tetrachloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,1,1-Trichloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,1,2,2-Tetrachloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,1,2-Trichloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,1-Dichloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,1-Dichloroethene	ug/L	ND	1.0	06/30/10 10:26	
1,1-Dichloropropene	ug/L	ND	1.0	06/30/10 10:26	
1,2,3-Trichlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
1,2,3-Trichloropropane	ug/L	ND	2.5	06/30/10 10:26	
1,2,4-Trichlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
1,2,4-Trimethylbenzene	ug/L	ND	1.0	06/30/10 10:26	
1,2-Dibromo-3-chloropropane	ug/L	ND	2.5	06/30/10 10:26	
1,2-Dibromoethane (EDB)	ug/L	ND	1.0	06/30/10 10:26	
1,2-Dichlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
1,2-Dichloroethane	ug/L	ND	1.0	06/30/10 10:26	
1,2-Dichloroethene (Total)	ug/L	ND	1.0	06/30/10 10:26	
1,2-Dichloropropane	ug/L	ND	1.0	06/30/10 10:26	
1,3,5-Trimethylbenzene	ug/L	ND	1.0	06/30/10 10:26	
1,3-Dichlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
1,3-Dichloropropane	ug/L	ND	1.0	06/30/10 10:26	
1,4-Dichlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
2,2-Dichloropropane	ug/L	ND	1.0	06/30/10 10:26	
2-Butanone (MEK)	ug/L	ND	10.0	06/30/10 10:26	
2-Chlorotoluene	ug/L	ND	1.0	06/30/10 10:26	
2-Hexanone	ug/L	ND	10.0	06/30/10 10:26	
4-Chlorotoluene	ug/L	ND	1.0	06/30/10 10:26	
4-Methyl-2-pentanone (MIBK)	ug/L	ND	10.0	06/30/10 10:26	
Acetone	ug/L	ND	10.0	06/30/10 10:26	
Benzene	ug/L	ND	1.0	06/30/10 10:26	
Bromobenzene	ug/L	ND	1.0	06/30/10 10:26	
Bromochloromethane	ug/L	ND	1.0	06/30/10 10:26	
Bromodichloromethane	ug/L	ND	1.0	06/30/10 10:26	
Bromoform	ug/L	ND	1.0	06/30/10 10:26	
Bromomethane	ug/L	ND	1.0	06/30/10 10:26	
Carbon disulfide	ug/L	ND	5.0	06/30/10 10:26	
Carbon tetrachloride	ug/L	ND	1.0	06/30/10 10:26	
Chlorobenzene	ug/L	ND	1.0	06/30/10 10:26	
Chloroethane	ug/L	ND	1.0	06/30/10 10:26	
Chloroform	ug/L	ND	1.0	06/30/10 10:26	
Chloromethane	ug/L	ND	1.0	06/30/10 10:26	
cis-1,2-Dichloroethene	ug/L	ND	1.0	06/30/10 10:26	
cis-1,3-Dichloropropene	ug/L	ND	1.0	06/30/10 10:26	
Dibromochloromethane	ug/L	ND	1.0	06/30/10 10:26	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

METHOD BLANK: 665168 Matrix: Water

Associated Lab Samples: 6081095002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Dibromomethane	ug/L	ND	1.0	06/30/10 10:26	
Dichlorodifluoromethane	ug/L	ND	1.0	06/30/10 10:26	
Ethylbenzene	ug/L	ND	1.0	06/30/10 10:26	
Hexachloro-1,3-butadiene	ug/L	ND	1.0	06/30/10 10:26	
Isopropylbenzene (Cumene)	ug/L	ND	1.0	06/30/10 10:26	
Methyl-tert-butyl ether	ug/L	ND	1.0	06/30/10 10:26	
Methylene chloride	ug/L	ND	1.0	06/30/10 10:26	
n-Butylbenzene	ug/L	ND	1.0	06/30/10 10:26	
n-Propylbenzene	ug/L	ND	1.0	06/30/10 10:26	
Naphthalene	ug/L	ND	10.0	06/30/10 10:26	
p-Isopropyltoluene	ug/L	ND	1.0	06/30/10 10:26	
sec-Butylbenzene	ug/L	ND	1.0	06/30/10 10:26	
Styrene	ug/L	ND	1.0	06/30/10 10:26	
tert-Butylbenzene	ug/L	ND	1.0	06/30/10 10:26	
Tetrachloroethene	ug/L	ND	1.0	06/30/10 10:26	
Toluene	ug/L	ND	1.0	06/30/10 10:26	
trans-1,2-Dichloroethene	ug/L	ND	1.0	06/30/10 10:26	
trans-1,3-Dichloropropene	ug/L	ND	1.0	06/30/10 10:26	
Trichloroethene	ug/L	ND	1.0	06/30/10 10:26	
Trichlorofluoromethane	ug/L	ND	1.0	06/30/10 10:26	
Vinyl chloride	ug/L	ND	1.0	06/30/10 10:26	
Xylene (Total)	ug/L	ND	3.0	06/30/10 10:26	
1,2-Dichloroethane-d4 (S)	%	109	82-119	06/30/10 10:26	
4-Bromofluorobenzene (S)	%	97	87-113	06/30/10 10:26	
Dibromofluoromethane (S)	%	102	86-112	06/30/10 10:26	
Toluene-d8 (S)	%	101	90-110	06/30/10 10:26	

LABORATORY CONTROL SAMPLE: 665169

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1,2-Tetrachloroethane	ug/L	20	21.6	108	79-116	
1,1,1-Trichloroethane	ug/L	20	20.1	100	77-113	
1,1,2,2-Tetrachloroethane	ug/L	20	21.5	108	68-122	
1,1,2-Trichloroethane	ug/L	20	20.5	103	82-117	
1,1-Dichloroethane	ug/L	20	18.6	93	67-122	
1,1-Dichloroethene	ug/L	20	18.8	94	70-119	
1,1-Dichloropropene	ug/L	20	19.4	97	81-115	
1,2,3-Trichlorobenzene	ug/L	20	20.8	104	66-135	
1,2,3-Trichloropropane	ug/L	20	21.6	108	76-126	
1,2,4-Trichlorobenzene	ug/L	20	18.8	94	66-126	
1,2,4-Trimethylbenzene	ug/L	20	19.2	96	78-115	
1,2-Dibromo-3-chloropropane	ug/L	20	17.2	86	58-147	
1,2-Dibromoethane (EDB)	ug/L	20	20.7	104	84-121	
1,2-Dichlorobenzene	ug/L	20	19.9	99	79-116	
1,2-Dichloroethane	ug/L	20	20.0	100	74-119	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

LABORATORY CONTROL SAMPLE: 665169

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,2-Dichloroethene (Total)	ug/L	40	40.3	101	78-117	
1,2-Dichloropropane	ug/L	20	20.3	102	77-115	
1,3,5-Trimethylbenzene	ug/L	20	19.4	97	83-117	
1,3-Dichlorobenzene	ug/L	20	19.5	97	79-112	
1,3-Dichloropropane	ug/L	20	18.9	95	82-119	
1,4-Dichlorobenzene	ug/L	20	19.4	97	78-111	
2,2-Dichloropropane	ug/L	20	20.2	101	57-130	
2-Butanone (MEK)	ug/L	100	105	105	41-157	
2-Chlorotoluene	ug/L	20	21.0	105	82-118	
2-Hexanone	ug/L	100	105	105	57-137	
4-Chlorotoluene	ug/L	20	19.4	97	83-114	
4-Methyl-2-pentanone (MIBK)	ug/L	100	104	104	62-118	
Acetone	ug/L	100	99.3	99	38-174	
Benzene	ug/L	20	19.7	99	79-116	
Bromobenzene	ug/L	20	20.3	102	81-115	
Bromochloromethane	ug/L	20	22.2	111	72-123	
Bromodichloromethane	ug/L	20	20.4	102	76-113	
Bromoform	ug/L	20	20.8	104	62-129	
Bromomethane	ug/L	20	22.7	114	24-168	
Carbon disulfide	ug/L	20	17.8	89	45-129	
Carbon tetrachloride	ug/L	20	20.0	100	67-124	
Chlorobenzene	ug/L	20	19.8	99	79-113	
Chloroethane	ug/L	20	20.2	101	57-153	
Chloroform	ug/L	20	18.7	93	74-116	
Chloromethane	ug/L	20	16.6	83	51-138	
cis-1,2-Dichloroethene	ug/L	20	21.2	106	77-120	
cis-1,3-Dichloropropene	ug/L	20	21.3	107	76-116	
Dibromochloromethane	ug/L	20	20.4	102	73-115	
Dibromomethane	ug/L	20	20.4	102	75-115	
Dichlorodifluoromethane	ug/L	20	15.2	76	6-181	
Ethylbenzene	ug/L	20	19.3	97	76-122	
Hexachloro-1,3-butadiene	ug/L	20	18.5	92	68-129	
Isopropylbenzene (Cumene)	ug/L	20	17.8	89	71-104	
Methyl-tert-butyl ether	ug/L	20	20.7	103	62-131	
Methylene chloride	ug/L	20	18.4	92	61-137	
n-Butylbenzene	ug/L	20	18.5	93	75-124	
n-Propylbenzene	ug/L	20	20.7	104	79-116	
Naphthalene	ug/L	20	20.5	102	60-145	
p-Isopropyltoluene	ug/L	20	18.7	94	79-114	
sec-Butylbenzene	ug/L	20	19.0	95	83-119	
Styrene	ug/L	20	20.9	104	70-125	
tert-Butylbenzene	ug/L	20	18.9	94	81-118	
Tetrachloroethene	ug/L	20	20.1	100	77-117	
Toluene	ug/L	20	20.3	102	75-120	
trans-1,2-Dichloroethene	ug/L	20	19.1	95	76-119	
trans-1,3-Dichloropropene	ug/L	20	19.7	99	64-105	
Trichloroethene	ug/L	20	20.0	100	78-118	
Trichlorofluoromethane	ug/L	20	20.2	101	73-118	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

LABORATORY CONTROL SAMPLE: 665169

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Vinyl chloride	ug/L	20	17.7	89	60-122	
Xylene (Total)	ug/L	60	61.0	102	74-124	
1,2-Dichloroethane-d4 (S)	%			102	82-119	
4-Bromofluorobenzene (S)	%			100	87-113	
Dibromofluoromethane (S)	%			105	86-112	
Toluene-d8 (S)	%			101	90-110	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

QC Batch: MSV/29861 Analysis Method: EPA 8260
QC Batch Method: EPA 8260 Analysis Description: 8260 MSV 5035A Volatile Organics
Associated Lab Samples: 6081095001, 6081095003, 6081095004, 6081095005, 6081095006, 6081095007

METHOD BLANK: 664602 Matrix: Solid
Associated Lab Samples: 6081095001, 6081095003, 6081095004, 6081095005, 6081095006, 6081095007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,1,1,2-Tetrachloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,1,1-Trichloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,1,2,2-Tetrachloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,1,2-Trichloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,1-Dichloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,1-Dichloroethene	ug/kg	ND	5.0	06/29/10 11:28	
1,1-Dichloropropene	ug/kg	ND	5.0	06/29/10 11:28	
1,2,3-Trichlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,2,3-Trichloropropane	ug/kg	ND	5.0	06/29/10 11:28	
1,2,4-Trichlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,2,4-Trimethylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dibromo-3-chloropropane	ug/kg	ND	10.0	06/29/10 11:28	
1,2-Dibromoethane (EDB)	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dichlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dichloroethane	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dichloroethene (Total)	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dichloropropane	ug/kg	ND	5.0	06/29/10 11:28	
1,3,5-Trimethylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,3-Dichlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
1,3-Dichloropropane	ug/kg	ND	5.0	06/29/10 11:28	
1,4-Dichlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
2,2-Dichloropropane	ug/kg	ND	5.0	06/29/10 11:28	
2-Butanone (MEK)	ug/kg	ND	10.0	06/29/10 11:28	
2-Chlorotoluene	ug/kg	ND	5.0	06/29/10 11:28	
2-Hexanone	ug/kg	ND	20.0	06/29/10 11:28	
4-Chlorotoluene	ug/kg	ND	5.0	06/29/10 11:28	
4-Methyl-2-pentanone (MIBK)	ug/kg	ND	10.0	06/29/10 11:28	
Acetone	ug/kg	ND	20.0	06/29/10 11:28	
Benzene	ug/kg	ND	5.0	06/29/10 11:28	
Bromobenzene	ug/kg	ND	5.0	06/29/10 11:28	
Bromochloromethane	ug/kg	ND	5.0	06/29/10 11:28	
Bromodichloromethane	ug/kg	ND	5.0	06/29/10 11:28	
Bromoform	ug/kg	ND	5.0	06/29/10 11:28	
Bromomethane	ug/kg	ND	5.0	06/29/10 11:28	
Carbon disulfide	ug/kg	ND	5.0	06/29/10 11:28	
Carbon tetrachloride	ug/kg	ND	5.0	06/29/10 11:28	
Chlorobenzene	ug/kg	ND	5.0	06/29/10 11:28	
Chloroethane	ug/kg	ND	5.0	06/29/10 11:28	
Chloroform	ug/kg	ND	5.0	06/29/10 11:28	
Chloromethane	ug/kg	ND	5.0	06/29/10 11:28	
cis-1,2-Dichloroethene	ug/kg	ND	5.0	06/29/10 11:28	
cis-1,3-Dichloropropene	ug/kg	ND	5.0	06/29/10 11:28	
Dibromochloromethane	ug/kg	ND	5.0	06/29/10 11:28	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

METHOD BLANK: 664602 Matrix: Solid

Associated Lab Samples: 6081095001, 6081095003, 6081095004, 6081095005, 6081095006, 6081095007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Dibromomethane	ug/kg	ND	5.0	06/29/10 11:28	
Dichlorodifluoromethane	ug/kg	ND	5.0	06/29/10 11:28	
Ethylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
Hexachloro-1,3-butadiene	ug/kg	ND	5.0	06/29/10 11:28	
Isopropylbenzene (Cumene)	ug/kg	ND	5.0	06/29/10 11:28	
Methyl-tert-butyl ether	ug/kg	ND	5.0	06/29/10 11:28	
Methylene chloride	ug/kg	ND	5.0	06/29/10 11:28	
n-Butylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
n-Propylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
Naphthalene	ug/kg	ND	10.0	06/29/10 11:28	
p-Isopropyltoluene	ug/kg	ND	5.0	06/29/10 11:28	
sec-Butylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
Styrene	ug/kg	ND	5.0	06/29/10 11:28	
tert-Butylbenzene	ug/kg	ND	5.0	06/29/10 11:28	
Tetrachloroethene	ug/kg	ND	5.0	06/29/10 11:28	
Toluene	ug/kg	ND	5.0	06/29/10 11:28	
trans-1,2-Dichloroethene	ug/kg	ND	5.0	06/29/10 11:28	
trans-1,3-Dichloropropene	ug/kg	ND	5.0	06/29/10 11:28	
Trichloroethene	ug/kg	ND	5.0	06/29/10 11:28	
Trichlorofluoromethane	ug/kg	ND	5.0	06/29/10 11:28	
Vinyl chloride	ug/kg	ND	5.0	06/29/10 11:28	
Xylene (Total)	ug/kg	ND	5.0	06/29/10 11:28	
1,2-Dichloroethane-d4 (S)	%	100	77-131	06/29/10 11:28	
4-Bromofluorobenzene (S)	%	99	75-131	06/29/10 11:28	
Dibromofluoromethane (S)	%	103	68-129	06/29/10 11:28	
Toluene-d8 (S)	%	95	81-121	06/29/10 11:28	

LABORATORY CONTROL SAMPLE: 664603

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1,2-Tetrachloroethane	ug/kg	100	90.3	90	86-124	
1,1,1-Trichloroethane	ug/kg	100	96.2	96	83-119	
1,1,2,2-Tetrachloroethane	ug/kg	100	97.6	98	83-120	
1,1,2-Trichloroethane	ug/kg	100	96.3	96	85-120	
1,1-Dichloroethane	ug/kg	100	107	107	82-118	
1,1-Dichloroethene	ug/kg	100	106	106	78-125	
1,1-Dichloropropene	ug/kg	100	103	103	82-122	
1,2,3-Trichlorobenzene	ug/kg	100	92.2	92	81-126	
1,2,3-Trichloropropane	ug/kg	100	89.3	89	82-120	
1,2,4-Trichlorobenzene	ug/kg	100	91.7	92	74-122	
1,2,4-Trimethylbenzene	ug/kg	100	102	102	80-120	
1,2-Dibromo-3-chloropropane	ug/kg	100	81.3	81	73-120	
1,2-Dibromoethane (EDB)	ug/kg	100	91.3	91	85-121	
1,2-Dichlorobenzene	ug/kg	100	93.3	93	83-120	
1,2-Dichloroethane	ug/kg	100	85.4	85	80-120	

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

LABORATORY CONTROL SAMPLE: 664603

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,2-Dichloroethene (Total)	ug/kg	200	217	109	84-121	
1,2-Dichloropropane	ug/kg	100	96.9	97	85-118	
1,3,5-Trimethylbenzene	ug/kg	100	105	105	83-121	
1,3-Dichlorobenzene	ug/kg	100	94.8	95	81-117	
1,3-Dichloropropane	ug/kg	100	93.8	94	84-122	
1,4-Dichlorobenzene	ug/kg	100	94.4	94	80-117	
2,2-Dichloropropane	ug/kg	100	101	101	76-121	
2-Butanone (MEK)	ug/kg	500	423	85	66-123	
2-Chlorotoluene	ug/kg	100	99.7	100	83-120	
2-Hexanone	ug/kg	500	464	93	79-127	
4-Chlorotoluene	ug/kg	100	101	101	81-119	
4-Methyl-2-pentanone (MIBK)	ug/kg	500	424	85	78-122	
Acetone	ug/kg	500	456	91	63-123	
Benzene	ug/kg	100	97.1	97	84-119	
Bromobenzene	ug/kg	100	87.7	88	85-119	
Bromochloromethane	ug/kg	100	89.3	89	82-123	
Bromodichloromethane	ug/kg	100	95.8	96	84-126	
Bromoform	ug/kg	100	69.6	70	73-112	L0
Bromomethane	ug/kg	100	86.2	86	66-132	
Carbon disulfide	ug/kg	100	115	115	62-150	
Carbon tetrachloride	ug/kg	100	93.5	93	78-126	
Chlorobenzene	ug/kg	100	92.9	93	83-116	
Chloroethane	ug/kg	100	116	116	79-132	
Chloroform	ug/kg	100	85.9	86	79-115	
Chloromethane	ug/kg	100	92.3	92	61-141	
cis-1,2-Dichloroethene	ug/kg	100	107	107	83-120	
cis-1,3-Dichloropropene	ug/kg	100	93.5	93	86-124	
Dibromochloromethane	ug/kg	100	78.0	78	78-117	
Dibromomethane	ug/kg	100	88.9	89	58-117	
Dichlorodifluoromethane	ug/kg	100	71.2	71	32-177	
Ethylbenzene	ug/kg	100	97.6	98	80-120	
Hexachloro-1,3-butadiene	ug/kg	100	94.8	95	77-125	
Isopropylbenzene (Cumene)	ug/kg	100	85.6	86	72-120	
Methyl-tert-butyl ether	ug/kg	100	89.3	89	80-125	
Methylene chloride	ug/kg	100	131	131	50-150	
n-Butylbenzene	ug/kg	100	113	113	75-132	
n-Propylbenzene	ug/kg	100	102	102	79-119	
Naphthalene	ug/kg	100	91.1	91	75-131	
p-Isopropyltoluene	ug/kg	100	101	101	79-119	
sec-Butylbenzene	ug/kg	100	108	108	82-124	
Styrene	ug/kg	100	93.0	93	82-120	
tert-Butylbenzene	ug/kg	100	101	101	82-121	
Tetrachloroethene	ug/kg	100	97.0	97	81-119	
Toluene	ug/kg	100	94.0	94	83-117	
trans-1,2-Dichloroethene	ug/kg	100	110	110	84-123	
trans-1,3-Dichloropropene	ug/kg	100	86.0	86	74-115	
Trichloroethene	ug/kg	100	99.9	100	84-117	
Trichlorofluoromethane	ug/kg	100	109	109	79-127	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

LABORATORY CONTROL SAMPLE: 664603

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Vinyl chloride	ug/kg	100	103	103	67-128	
Xylene (Total)	ug/kg	300	287	96	80-120	
1,2-Dichloroethane-d4 (S)	%			96	77-131	
4-Bromofluorobenzene (S)	%			101	75-131	
Dibromofluoromethane (S)	%			102	68-129	
Toluene-d8 (S)	%			97	81-121	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 664604 664605

Parameter	Units	6081098001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
1,1,1,2-Tetrachloroethane	ug/kg	ND	137	138	95.5	76.7	70	56	28-150	22	28	
1,1,1-Trichloroethane	ug/kg	ND	137	138	108	102	79	74	48-139	6	31	
1,1,2,2-Tetrachloroethane	ug/kg	ND	137	138	107	78.6	78	57	22-157	31	40	
1,1,2-Trichloroethane	ug/kg	ND	137	138	109	83.5	80	61	36-158	27	30	
1,1-Dichloroethane	ug/kg	ND	137	138	122	111	89	81	54-130	9	29	
1,1-Dichloroethene	ug/kg	ND	137	138	123	121	90	88	30-142	1	35	
1,1-Dichloropropene	ug/kg	ND	137	138	114	108	83	78	37-145	5	33	
1,2,3-Trichlorobenzene	ug/kg	ND	137	138	85.7	66.8	63	48	10-143	25	33	
1,2,3-Trichloropropane	ug/kg	ND	137	138	99.1	71.4	73	52	31-158	33	34	
1,2,4-Trichlorobenzene	ug/kg	ND	137	138	81.2	63.1	59	46	10-134	25	34	
1,2,4-Trimethylbenzene	ug/kg	ND	137	138	99.6	83.9	73	61	29-130	17	35	
1,2-Dibromo-3-chloropropane	ug/kg	ND	137	138	89.3	62.4	65	45	23-135	35	38	
1,2-Dibromoethane (EDB)	ug/kg	ND	137	138	103	77.0	75	56	32-137	29	33	
1,2-Dichlorobenzene	ug/kg	ND	137	138	93.5	73.6	68	53	10-135	24	35	
1,2-Dichloroethane	ug/kg	ND	137	138	101	81.1	74	59	40-138	22	30	
1,2-Dichloroethene (Total)	ug/kg	ND	273	276	249	229	91	83	43-140	8	26	
1,2-Dichloropropane	ug/kg	ND	137	138	108	91.2	79	66	43-141	17	33	
1,3,5-Trimethylbenzene	ug/kg	ND	137	138	104	88.1	76	64	25-139	16	37	
1,3-Dichlorobenzene	ug/kg	ND	137	138	91.8	74.1	67	54	14-130	21	39	
1,3-Dichloropropane	ug/kg	ND	137	138	105	81.0	77	59	37-142	26	28	
1,4-Dichlorobenzene	ug/kg	ND	137	138	89.7	71.6	66	52	11-128	22	37	
2,2-Dichloropropane	ug/kg	ND	137	138	114	108	83	79	40-141	5	38	
2-Butanone (MEK)	ug/kg	ND	683	690	482	357	70	52	22-149	30	37	
2-Chlorotoluene	ug/kg	ND	137	138	99.4	83.0	73	60	26-141	18	36	
2-Hexanone	ug/kg	ND	683	690	535	377	78	55	25-145	35	39	
4-Chlorotoluene	ug/kg	ND	137	138	99.3	81.9	73	59	21-134	19	34	
4-Methyl-2-pentanone (MIBK)	ug/kg	ND	683	690	490	351	72	51	22-145	33	34	
Acetone	ug/kg	ND	683	690	545	388	80	56	15-153	34	38	
Benzene	ug/kg	ND	137	138	107	95.1	78	69	28-145	11	35	
Bromobenzene	ug/kg	ND	137	138	91.0	72.2	67	52	16-143	23	33	
Bromochloromethane	ug/kg	ND	137	138	108	84.8	79	61	45-133	24	32	
Bromodichloromethane	ug/kg	ND	137	138	107	86.7	78	63	36-145	21	29	
Bromoform	ug/kg	ND	137	138	77.2	56.6	57	41	20-140	31	33	
Bromomethane	ug/kg	ND	137	138	87.5	88.3	64	64	10-141	1	28	
Carbon disulfide	ug/kg	ND	137	138	135	130	99	94	21-141	4	30	
Carbon tetrachloride	ug/kg	ND	137	138	104	99.0	76	72	35-147	5	35	

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(913)599-5665

QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 664604 664605

Parameter	Units	6081098001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Chlorobenzene	ug/kg	ND	137	138	97.6	80.6	71	58	15-139	19	39	
Chloroethane	ug/kg	ND	137	138	127	126	93	91	20-138	1	39	
Chloroform	ug/kg	ND	137	138	105	86.9	77	63	47-135	19	30	
Chloromethane	ug/kg	ND	137	138	97.6	93.8	71	68	17-132	4	36	
cis-1,2-Dichloroethene	ug/kg	ND	137	138	122	109	89	79	35-147	11	34	
cis-1,3-Dichloropropene	ug/kg	ND	137	138	101	82.0	74	59	13-148	21	35	
Dibromochloromethane	ug/kg	ND	137	138	85.5	65.8	63	48	24-150	26	28	
Dibromomethane	ug/kg	ND	137	138	102	79.5	75	58	37-140	25	30	
Dichlorodifluoromethane	ug/kg	ND	137	138	77.4	79.8	57	58	10-156	3	37	
Ethylbenzene	ug/kg	ND	137	138	101	86.7	74	63	20-141	15	39	
Hexachloro-1,3-butadiene	ug/kg	ND	137	138	85.4	75.3	63	55	10-140	13	35	
Isopropylbenzene (Cumene)	ug/kg	ND	137	138	88.5	76.9	65	56	21-138	14	34	
Methyl-tert-butyl ether	ug/kg	ND	137	138	113	89.7	83	65	31-142	23	38	
Methylene chloride	ug/kg	ND	137	138	124	106	91	77	32-137	16	30	
n-Butylbenzene	ug/kg	ND	137	138	107	91.9	78	67	10-144	15	37	
n-Propylbenzene	ug/kg	ND	137	138	101	86.9	74	63	21-150	15	36	
Naphthalene	ug/kg	ND	137	138	93.2	69.9	68	51	20-160	29	44	
p-Isopropyltoluene	ug/kg	ND	137	138	98.8	85.2	72	62	12-146	15	38	
sec-Butylbenzene	ug/kg	ND	137	138	107	94.1	78	68	21-145	13	39	
Styrene	ug/kg	ND	137	138	96.5	78.6	71	57	9-153	20	34	
tert-Butylbenzene	ug/kg	ND	137	138	102	89.2	74	65	20-144	13	37	
Tetrachloroethene	ug/kg	ND	137	138	101	89.9	73	64	25-154	12	34	
Toluene	ug/kg	ND	137	138	97.1	84.6	71	61	19-148	14	37	
trans-1,2-Dichloroethene	ug/kg	ND	137	138	128	121	93	87	41-139	6	34	
trans-1,3-Dichloropropene	ug/kg	ND	137	138	93.5	71.5	68	52	11-140	27	35	
Trichloroethene	ug/kg	ND	137	138	108	96.6	79	70	25-156	11	32	
Trichlorofluoromethane	ug/kg	ND	137	138	127	128	93	93	26-145	1	34	
Vinyl chloride	ug/kg	ND	137	138	114	114	84	83	27-166	0	36	
Xylene (Total)	ug/kg	ND	410	414	297	252	73	61	10-140	16	39	
1,2-Dichloroethane-d4 (S)	%						109	111	77-131			
4-Bromofluorobenzene (S)	%						103	104	75-131			
Dibromofluoromethane (S)	%						108	109	68-129			
Toluene-d8 (S)	%						95	95	81-121			

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(913)599-5665

QUALITY CONTROL DATA

Project: KINGS
Pace Project No.: 6081095

QC Batch: PMST/5178 Analysis Method: ASTM D2974-87
QC Batch Method: ASTM D2974-87 Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 6081095001, 6081095003, 6081095004, 6081095005, 6081095006, 6081095007

SAMPLE DUPLICATE: 664498

Parameter	Units	6081095003 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	10.0	10.0	0	20	

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QUALIFIERS

Project: KINGS
Pace Project No.: 6081095

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is NELAP accredited. Contact your Pace PM for the current list of accredited analytes.

BATCH QUALIFIERS

Batch: MSV/29885

[M5] A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.

ANALYTE QUALIFIERS

E Analyte concentration exceeded the calibration range. The reported result is estimated.

L0 Analyte recovery in the laboratory control sample (LCS) was outside QC limits.

P2 Re-extraction or re-analysis could not be performed due to insufficient sample amount.

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: KINGS
Pace Project No.: 6081095

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
6081095002	B-1	EPA 5030B/8260	MSV/29885		
6081095001	B-1 (4-5)	EPA 8260	MSV/29861		
6081095003	B-3 (0-1)	EPA 8260	MSV/29861		
6081095004	B-5 (4-5)	EPA 8260	MSV/29861		
6081095005	B-6 (3-4)	EPA 8260	MSV/29861		
6081095006	B-7 (0-1)	EPA 8260	MSV/29861		
6081095007	B-8 (1-2)	EPA 8260	MSV/29861		
6081095001	B-1 (4-5)	ASTM D2974-87	PMST/5178		
6081095003	B-3 (0-1)	ASTM D2974-87	PMST/5178		
6081095004	B-5 (4-5)	ASTM D2974-87	PMST/5178		
6081095005	B-6 (3-4)	ASTM D2974-87	PMST/5178		
6081095006	B-7 (0-1)	ASTM D2974-87	PMST/5178		
6081095007	B-8 (1-2)	ASTM D2974-87	PMST/5178		

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Company Name/Address:
Terracon - Colorado Springs

4172 Center Park Drive
Colorado Springs,CO 80916

Billing Information:
Accounts Payable
4172 Center Park Drive
Colorado Springs,CO 80916

Report to: PAUL MILLET
Email to: pmillet@terracon.com

Project Description: KINGS
City/State Collected: C SPRGS, CO

Phone: (719) 597-2116
FAX: (719) 597-2117
Client Project #:
ESC Key:

Collected by: (print) PAUL MILLET
Site/Facility ID#:
P.O.#:

Collected by (Signature): P L Millet
Immediately Packed on Ice N ___ Y ✓

Rush? (Lab MUST Be Notified)
___ Same Day.....200%
___ Next Day.....100%
___ Two Day.....50%
___ Three Day.....25%

Date Results Needed: STANDARD
Email? __No ✓Yes
FAX? __No __Yes

Analysis/Container/Preservative

Chain of Custody Page 1 of 1

PACE

ESC LABORATORIES
12065 Lebanon Road
Mt. Juliet, TN 37122
Phone: (800) 767-5859
Phone: (615) 758-5858
Fax: (615) 758-5859

EPA #COD981541436
M&E 1.3

60481095

CoCode: TERRCSCO (lab use only)
Template/Prelogin
Shipped Via:

Sample ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	VOC (8260B)	Remarks/Contaminant	Sample # (lab only)
B-1(4-5)	GRAB	SS	4-5	6/25/10	1130	1	✓	1WHFU	001
B-1	GRAB	GW	—	6/25/10	1145	2	✓	2 DGH	002
B-3(0-1)	GRAB	~~SS~~	0-1	6/25/10	1235	1	✓	1WHFU	003
B-5(4-5)	GRAB	SS	4-5	6/25/10	1330	1	✓	↓	004
B-6(3-4)	GRAB	SS	3-4	6/25/10	1450	1	✓		005
B-7(0-1)	GRAB	SS	0-1	6/25/10	1510	1	✓		006
B-8(1-2)	GRAB	SS	1-2	6/25/10	1605	1	✓		007

*Matrix: SS - Soil/Solid GW - Groundwater WW - WasteWater DW - Drinking Water OT - Other_____

pH _____ Temp 4.3

Remarks:

Flow _____ Other _____

Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Samples returned via: ☐ UPS ☒ FedEx ☐ Courier ☐ _____	Condition: (lab use only)
P L Millet	6/25/10	1700	E Brockett	Temp: 4.3 / Bottles Received:	CoC Seals Intact: X Y ___ N ___ NA
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)		
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature) E Brockett	Date: 6/26 / Time: 830	pH Checked: / NCF:

EPA #COD981541436
M&E 1.3

Sample Condition Upon Receipt

Pace Analytical® www.pacelabs.com

Client Name: Terracon Project # C081095

Courier: [X] Fed Ex [ ] UPS [ ] USPS [ ] Client [ ] Commercial [ ] Pace [ ] Other _____

Tracking #: 798794774105 Pace Shipping Label Used? [ ] Yes [X] No

Custody Seal on Cooler/Box Present: [X] Yes [ ] No Seals intact: [X] Yes [ ] No

Optional	
Proj. Due Date:	7/6
Proj. Name:	[illegible]

Packing Material: [ ] Bubble Wrap [X] Bubble Bags [ ] Foam [ ] None [ ] Other _____

Thermometer Used: T-191 T-194 Type of Ice: Wet Blue None [ ] Samples on ice, cooling process has begun

Cooler Temperature: 4.3
Temperature should be above freezing to 6°C

Date and Initials of person examining contents: 6/26/10 (S)

				Comments:
Chain of Custody present:	[X] Yes	[ ] No	[ ] N/A	1.
Chain of Custody filled out:	[X] Yes	[ ] No	[ ] N/A	2.
Chain of Custody relinquished:	[X] Yes	[ ] No	[ ] N/A	3.
Sampler name & signature on COC:	[X] Yes	[ ] No	[ ] N/A	4.
Samples arrived within holding time:	[X] Yes	[ ] No	[ ] N/A	5.
Short Hold Time analyses (<72hr):	[ ] Yes	[X] No	[ ] N/A	6.
Rush Turn Around Time requested:	[ ] Yes	[X] No	[ ] N/A	7.
Sufficient volume:	[X] Yes	[ ] No	[ ] N/A	8.
Correct containers used:	[X] Yes	[ ] No	[ ] N/A	9.
-Pace containers used:	[X] Yes	[ ] No	[ ] N/A	
Containers intact:	[X] Yes	[ ] No	[ ] N/A	10.
Unpreserved 5035A soils frozen w/in 48hrs?	[ ] Yes	[ ] No	[X] N/A	11.
Filtered volume received for dissolved tests	[ ] Yes	[ ] No	[X] N/A	12.
Sample labels match COC:	[X] Yes	[ ] No	[ ] N/A	13.
-Includes date/time/ID/analyses Matrix: SL : WT				
All containers needing preservation have been checked.	[ ] Yes	[ ] No	[X] N/A	14.
All containers needing preservation are found to be in compliance with EPA recommendation.	[ ] Yes	[ ] No	[X] N/A	
Exceptions: VOA, coliform, TOC, O&G, WI-DRO (water), Phenolics	[X] Yes	[ ] No		Initial when completed (P) Lot # of added preservative
Trip Blank present:	[ ] Yes	[X] No	[ ] N/A	15.
Pace Trip Blank lot # (if purchased):				
Headspace in VOA vials (>6mm):	[ ] Yes	[X] No	[ ] N/A	16.
Project sampled in USDA Regulated Area:	[ ] Yes	[ ] No	[X] N/A	17. List State:

Client Notification/ Resolution: Copy COC to Client? Y / N Field Data Required? Y / N

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: [illegible] Date: 6/26/10

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e out of hold, incorrect preservative, out of temp, incorrect containers)

F-KS-C-003-Rev.05, 19February2010

EPA #COD981541436
M&E 1.3

EPA #COD981541436
M&E 1.3

February 21, 2011

Mr. Carl Spreng
Colorado Department of Public Health and Environment
HMWMD-HW-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Phone: 303-692-3358
Email: carl.spreng@state.co.us

Re: Additional Investigation
King's One Hour Cleaners
3217 South Academy Boulevard
Colorado Springs, Colorado
Terracon Project No. 23107012

Dear Mr. Spreng:

On behalf of New Mission LLC, Terracon Consultants, Inc. (Terracon) is submitting this letter which describes additional investigation activities and remedial actions that New Mission LLC intends to perform at above-referenced property (hereinafter, the site). These activities are being performed in response to a request by the Colorado Department of Public Health and Environment (CDPHE) to further investigate and develop a remedial response action for a reported release of hazardous waste from the site.

Terracon understands that CDPHE initiated an investigation of tetrachloroethylene (PCE) in groundwater in response to a detection of PCE in the Security Water District (SWD) Groundwater Well S-14. The investigation included the installation and sampling of a series groundwater monitoring wells extending north (and hydrologically upgradient) from well S-14 in an attempt to locate potential sources of PCE. The investigation included installation of six groundwater monitoring wells in the vicinity of the site, which was formerly occupied by Kings One Hour Cleaners. Based on analytical data obtained from their recent investigation, review of previous environmental reports prepared for the site, and inspections and interviews with the operators of Kings One Hour Cleaners, CDPHE concluded that releases of PCE from the site had occurred and that these releases had potentially impacted groundwater.

In September 2010, Terracon prepared an Integrated (Phased) Corrective Action Plan (CAP) for the site. The CAP summarizes activities and findings associated with the environmental investigation work performed at the site. The CAP also presents proposed remedial response actions and clean-up goals as well as additional related activities. Activities associated with the CAP were performed in general accordance with the *Work Plan for a Phased Corrective Action*

Plan, prepared by Terracon on behalf of New Mission LLC as requested by CDPHE, and dated April 22, 2010.

On November 13, 2010 CDPHE forwarded comments on the CAP from SWD to Terracon and New Mission, LLC. A meeting was held on December 20, 2010 with representatives from CDPHE, SWD and their consultants, New Mission, Terracon, and Connie King (legal counsel to New Mission) to discuss SWD's comments.

Following the meeting on December 20, 2010, CDPHE issued a letter dated December 28, 2010 requiring additional investigation and commencement of on-site remedial activities. CDPHE's letter also required, among other things, contaminant transport modeling to estimate migration rates, monitoring of off-site wells, and installation of a treatment system at Security Water District well S-14.

Based on the information available for review to date, Terracon and New Mission LLC do not think there is a conclusive connection between King's One Hour Dry Cleaners PCE release and PCE detected in groundwater samples reportedly collected from well S-14 and other groundwater monitoring wells south of the King's One Hour Dry Cleaners Site. To help evaluate this issue, New Mission LLC proposes to conduct additional investigation activities at, and hydraulically downgradient of, the King's One Hour Dry Cleaner site to collect additional data and information.

In addition, New Mission, LLC will perform over-excavation, characterization, and disposal of PCE impacted soil and potentially water previously observed beneath the floor slab in the eastern portion of King's One Hour Dry Cleaners occupied tenant space of the building.

The need for additional investigation and/or remediation will be assessed and evaluated following completion of the activities proposed herein. An outline of the proposed scope of work and schedule are provided in the following sections.

SCOPE OF WORK

Task 1 – Additional Groundwater Monitoring Well Installations

Four additional soil borings / groundwater monitoring wells will be installed on and downgradient of the site. One well will be located to the east of existing well MW-4 and three wells would be located south of the Mission Trace Shopping Center and generally aligned on an east-west axis drawn through estimated groundwater flow direction and potential downgradient PCE plume as depicted by Principia Mathematica. The proposed well installation locations are shown on Figure 1. Actual locations will be based on obtaining site access including permission by the

off-site property owner(s) and potential construction and development activities in these downgradient areas.

Soil samples will be collected in advance of the augers at approximately 5-foot intervals using a split-spoon sampling tool. Soil samples will be evaluated in the field relative to lithology, color and relative moisture content. In addition, the samples will be field screened using sensory methods and a photoionization detector (PID) to detect the presence of volatile organic compounds (VOCs).

The soil borings will be advanced using a truck-mounted drill rig and hollow-stem auger drilling techniques. The soil boringswill be advanced approximately 2-feet below the top of bedrock. Based on previous soil boring data at the provided by CDPHE, the depth to bedrock is expected to be approximately 105 feet below ground surface (bgs). The previous boring (MW-6) Terracon completed at the site was to a depth of approximately 89 feet bgs.

Drilling equipment will be cleaned using a high-pressure washer prior to beginning the project. Non-dedicated sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse before commencement of the project and prior to collection of each soil sample.

Soil cuttings and cleaning solutions will be containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition by the client.

The borings will be completed as groundwater monitoring wells. The monitoring wells will consist of 2-inch diameter Schedule 40 PVC well pipe and 0.020-inch factory perforated screen. The wellheads will be protected using a traffic-rated cover installed flush with the surrounding asphalt pavement.

The groundwater monitoring wells will be developed following installation using standard surging and purging methodology to prepare the wells for subsequent groundwater sampling. Purge waters will be containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition by the client.

The location and elevation of the groundwater monitoring wells will be measured relative to the existing on-site wells.

Task 2 – Groundwater Sampling

Terracon will collect groundwater samples from the four newly installed groundwater monitoring wells and the seven existing groundwater monitoring wells installed on the site (identified as Kings MW-1, Kings MW-2, Kings MW-3, Kings MW-3N, Kings MW-4, Kings MW-5, and Kings MW-6). Terracon will also collect a groundwater sample from monitoring well TH-18 previously installed by CDPHE. Construction work is being completed in this area, and we are not sure at this time if this well is damaged or destroyed.

The groundwater monitoring wells will be sampled using a HydraSleeve sampling device and method. This method was recommended by CDPHE and does not require purging of the well prior to sampling. The groundwater samples will be placed in laboratory prepared containers, labeled, and placed in a cooler with ice which will be secured with a custody seal. The samples and completed chain-of-custody forms will be transported to the selected analytical laboratory for normal (10-day) turnaround.

The sampling program will consist of the following:

- Collection of one soil sample from each of four proposed soil borings in the vadoze zone above the observed water table
- Collection of 12 groundwater samples from the four proposed wells and eight existing wells.

The soil and groundwater samples collected from the soil borings and monitoring wells will be analyzed for VOCs, including PCE, using the following methods:

Analysis	Sample Type	Laboratory Method
VOCs	Soil	SW-846 Method 8260B
VOCs	Water	SW-846 Method 8260B

Task 3 – Preparation of Remedial Design Specifications and Bidding Documents

Information or data is limited regarding subsurface impacts below the tenant space for the Kings One Hour Cleaners. The estimated lateral and vertical extents of PCE impacted soils beneath the site are unknown at this time. Specifically, the apparent soil contamination source below the indoor areas may or may not extend to the groundwater table (89 feet bgs) as a zone of PCE contamination. The migration and/or dispersion of PCE contamination may occur in more discrete high-permeability 'channels' or soil fractures below grade.

Based on these assessments and data, the corrective actions will target the potentially shallow impacted soils / potential water approximately 5-10 feet bgs within the approximate footprint of the apparent indoor source areas. Mitigation of these areas is estimated to help reduce future potential impacts to groundwater beneath the site.

Generally, the corrective actions will include a limited indoor over-excavation of soils to the extent practicable (e.g., within constraints posed by the building structure, foundations, and utilities). After the over-excavation program indoors is completed, confirmation soil sampling and testing will be completed to evaluate if additional corrective actions should be implemented such as soil vapor extraction (SVE). The potential injection of chemical oxidants to help treat and destroy the PCE contamination in soil will be evaluated after the over-excavation program is completed. Terracon is concerned at this time that the application of treatment chemicals could also mobilize contamination in soil down to the groundwater table increasing contamination in groundwater at the site. The collection of soil samples after the over-excavation program will be used to help assess and evaluate if the application of SVE and/or chemical oxidants is recommended for further subsurface treatment. Proposed additional remedial actions after the over-excavation program if recommended will be reviewed with CDPHE.

Corrective actions and associated field activities are discussed below.

Sanitary Sewer Location and Concrete Floor Removal

During performance of the previous indoor soil borings, a subsurface piping was encountered just below the concrete floor that appeared to be a sewer line that appears to extend from the floor drains to the general area of borings B-1, B-3 and B-5. As-built drawings for the tenant space are not known to exist and were not available for Terracon to review. The subsurface piping appears to be a sanitary sewer line servicing the two floor drains adjacent to borings B-5 and B-6. If PCE liquids or PCE contaminated water were historically disposed at either of these floor drains, there is a potential the sewer piping and fittings may be damaged. This may also help explain the PCE contaminated shallow water observed in boring B-1; and the elevated PCE concentrations observed in soil samples collected from borings B-1, B-3 and B-5.

The remedial over-excavation activities include removing the concrete floor over a wide area on the east end of the tenant space to help locate, identify, and assess the sanitary sewer line integrity and potential PCE contamination. A plumbing contractor will also be used to scope the sewer lines in this area of the tenant space to help assess their integrity and their specific routing. The sewer line will also be scoped from the tenant space to the main sewer line located near the street to the west and south.

To help facilitate subsequent limited soil excavation, sufficient concrete floor will be removed to also allow access to help assess impacted soils where the dry cleaning machines and drums of solvent/wastes were reportedly staged in the tenant space.

Limited Indoor Soil Excavation

Based on findings of the Work Plan soil borings inside the tenant space, PCE-impacted soils appear to extend to the area where borings B-1 and B-5 are located. As discussed previously, the assumed sanitary sewer piping in the vicinity of these borings potentially may have leaked and either caused or contributed to the shallow water observed at boring B-1 and elevated PCE concentrations in soils observed proximal to boring B-1, and impacted soils near borings B-3 and B-5. The proposed soil over-excavation program will remove subsurface soils with PCE concentrations exceeding CDPHE guidance levels and help reduce the potential impacts to the subsurface groundwater. In addition, the sanitary sewer pipe(s) in the excavated areas will be assessed and, if needed, replaced.

Soil over-excavation is anticipated to be performed using a combination of hand excavation and vacuum suction methods or similar techniques. Soil samples will be collected from the excavation for field screening with a PID and for submittal to a laboratory for VOCs analysis.

The extent (lateral and vertical) of excavation will be assessed based on PID measurements and field observations. However, extensive over-excavation at depth and laterally may not be possible due to limitations on access to the excavation and/or the potential to compromise the building foundation and structure. The over-excavation operations may be limited and contaminated soils that cannot be safely or practically removed will be left in-place.

Excavated soils will be segregated into stockpiles, dumpsters, and/or drums by observation and PID screening. Soil samples of the removed soils will be collected, composited, and submitted to a laboratory for analytical testing for waste characterization prior to disposal. Potential free liquids that may drain from the excavated soils will be attempted to be contained and sampled for laboratory VOCs analyses. Additionally, free liquids that may accumulate in the excavation will be removed to the extent possible, containerized in drums, and sampled for laboratory VOCs analyses. Soils and free liquids (if observed) will be managed on-site and disposed in accordance with applicable CDPHE regulations.

Excavation Backfilling and Remedial Piping Installation

Following performance of indoor soil over-excavation activities, the excavation will be backfilled to approximately ground surface using clean pea gravel or similar well-sorted structural fill material. Prior to backfilling, perforated PVC piping or well screen is anticipated at this time to

be installed horizontally in the excavation and stubbed up above ground surface for the installation of a SVE system potentially in the future.

Task 4 – SVE System Design

If soil contamination is observed above CDPHE cleanup limits in the bottom or side walls of the excavation proposed for inside the tenant space, a SVE system may be needed for additional remediation of the subsurface soils. Terracon will evaluate options for installing horizontal SVE wells in the excavation prior to backfilling as described above and the installation of vertical SVE wells that could be possibly be drilled and angled under the tenant space. The location of potential soil contamination in the bottom of the excavations is expected to be a major criterion in evaluating and designing a SVE system if needed for the site.

Terracon will submit the proposed SVE system design to CDPHE for review and comment prior to finalizing developing specifications and construction plans for bidding if needed.

Task 5 – Reporting

Upon completion of groundwater monitoring well installation and sampling activities, a report will be prepared that will include the following:

- Documentation of field activities
- Map showing soil boring/monitoring well locations
- Soil boring/well completion logs
- Analytical laboratory results
- Data evaluation and presentation of findings
- Recommendations regarding further action

Upon completion of remedial activities and receipt of laboratory analytical results, a final remediation report will be prepared that will include the following:

- Documentation of remedial activities
- Map showing soil sampling locations in the excavation
- Analytical laboratory results
- Data evaluation and presentation of findings
- Recommendations regarding further action

SCHEDULE

Given the extent of the proposed activities and associated costs, New Mission LLC proposes that the activities described above be completed within 60 days following CDPHE's approval of this letter. The proposed schedule assumes that access to off-site properties for drilling and installation of new groundwater monitoring wells can proceed without delay and required specialized equipments and contractors will be readily available.

Findings, conclusions and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this investigation. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Please do not hesitate to contact the undersigned if you have any questions or comments regarding the proposed activities described herein.

Sincerely,
Terracon Consultants, Inc.

Lawrence R. Keefe
Principal | Office Manager

Dean R. Parson, P.E.
Principal

N:\PROJECTS\2010\23107012\Feb 2011 Workplan_Kings Dry Cleaners.docx

Attachment – Figure 1 – Proposed Monitoring well Locations

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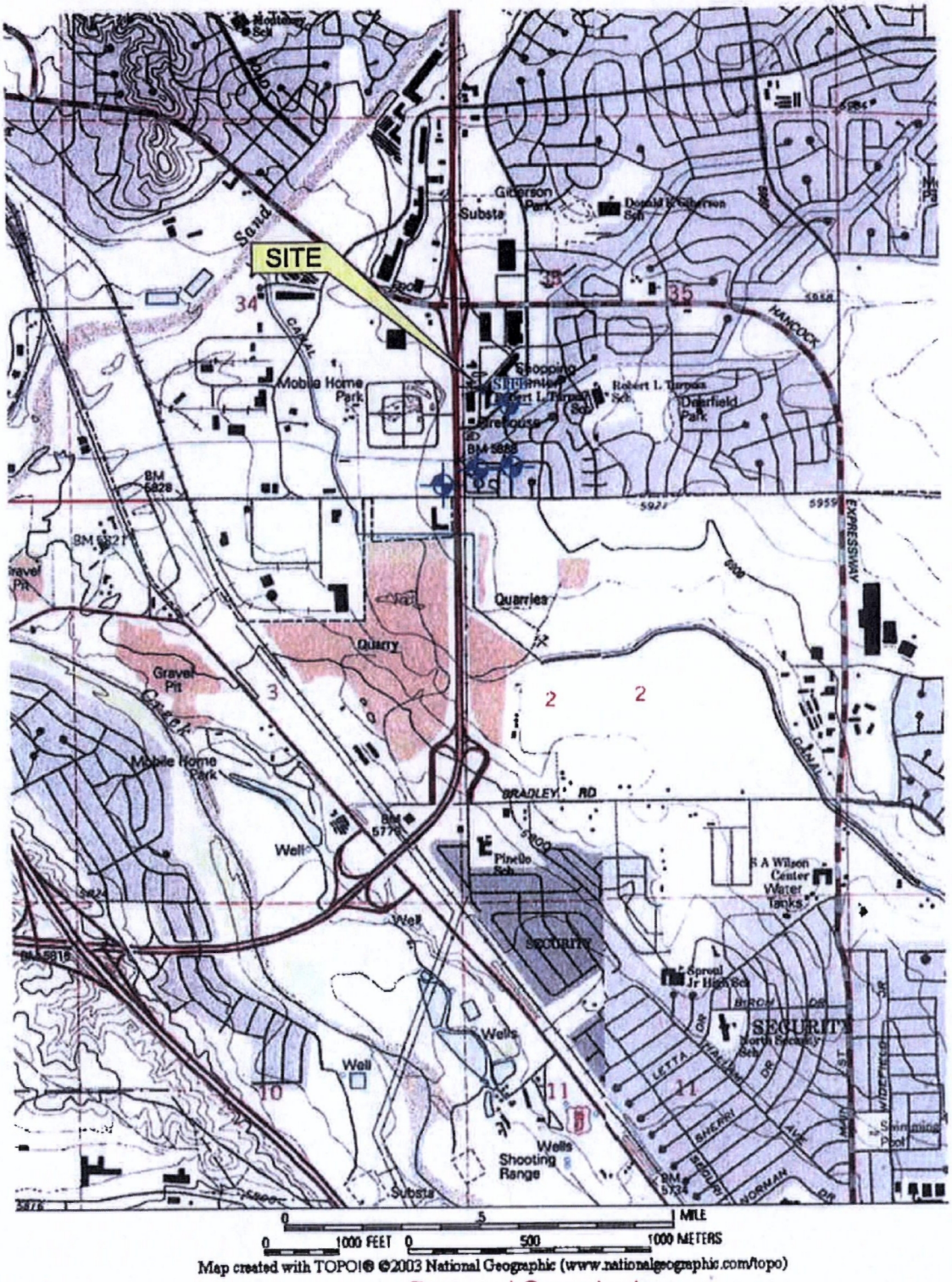

Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)

Proposed Groundwater Monitoring Well Locations

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 1: SITE VICINITY MAP KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-1(SVM).dwg	FIG. No. 1

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January 24, 2012

Terracon

Mr. Carl Spreng
Colorado Department of Public Health and Environment
HMWMD-HW-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Phone: 303-692-3358
Email: carl.spreng@state.co.us

Re: Summary Report – January 2012
King's One Hour Dry Cleaners
3217 South Academy Boulevard
Colorado Springs, Colorado
Terracon Project No. 23107012

Dear Mr. Spreng:

On behalf of New Mission LLC, Terracon Consultants, Inc. (Terracon) is submitting this summary report which describes additional investigation activities and remedial actions performed at the above-referenced property (hereinafter, the site) in 2011. The site location is shown on Figure 1. These activities were performed in response to a request by the Colorado Department of Public Health and Environment (CDPHE) to further investigate and develop a remedial response action for a reported release of tetrachloroethylene (PCE) from the site based on CDPHE issued a letter dated December 28, 2010 requiring additional investigation and commencement of on-site remedial activities.

Terracon understands that CDPHE initiated an investigation of PCE in groundwater in response to a detection of PCE in the Security Water District (SWD) Groundwater Well S-14. The investigation included the installation and sampling of a series of groundwater monitoring wells extending north (and hydrologically up-gradient) from well S-14 in an attempt to locate potential sources of PCE. The investigation included installation of six groundwater monitoring wells in the vicinity of the site, which was formerly occupied by King's One Hour Dry Cleaners. Based on analytical data obtained from this investigation, review of previous environmental reports prepared for the site, and inspections and interviews with the operators of King's One Hour Dry Cleaners, CDPHE concluded that releases of PCE from the site had occurred and that the release had potentially impacted groundwater.

In September 2010, Terracon prepared an Integrated (Phased) Corrective Action Plan (CAP) for the site. The CAP summarizes activities and findings associated with the environmental

investigation work performed at the site. The CAP also presents proposed remedial response actions and clean-up goals as well as additional related activities. Activities associated with the CAP were performed in general accordance with the *Work Plan for a Phased Corrective Action Plan*, prepared by Terracon on behalf of New Mission LLC as requested by CDPHE, and dated April 22, 2010.

On November 13, 2010 CDPHE forwarded comments on the CAP from SWD to Terracon and New Mission, LLC. A meeting was held on December 20, 2010 with representatives from CDPHE, SWD and their consultants, New Mission LLC, Terracon, and Ms. Connie H. King (legal counsel to New Mission) to discuss SWD's comments.

Following the meeting on December 20, 2010, CDPHE issued a letter dated December 28, 2010 requiring additional investigation and commencement of on-site remedial activities. CDPHE's letter also required, among other things, contaminant transport modeling to estimate migration rates, monitoring of off-site wells, and installation of a treatment system at Security Water District well S-14.

Based on the information available for review to date, Terracon and New Mission LLC did not agree there was a conclusive connection between King's One Hour Dry Cleaners PCE release and PCE contamination detected in groundwater samples reportedly collected from well S-14 and other groundwater monitoring wells so far south of the site. To help evaluate this issue, New Mission LLC conducted, with CDPHE approval, additional investigation activities at the site. Specifically, activities generally consisting of collecting sub-slab soil samples inside the King's One Hour Dry Cleaners business at potential PCE release areas were performed to provide additional data and information.

Based on findings of the sub-slab soil sampling activities, New Mission LLC performed, with CDPHE approval, limited over-excavation in an indoor area identified to contain elevated PCE concentrations in soil and accumulations of impacted water in subsurface soils well above the groundwater table. Assessment of an apparent floor drain sewer pipe in the excavation area was also performed. Several groundwater monitoring wells were installed hydraulically down/cross-gradient from the site to provide additional data and information for the assessment of the PCE release at the site.

A summary of the findings and work performed during the most recent site investigation activities is described below.

Additional Groundwater Monitoring Well Installations

Four additional soil borings / groundwater monitoring wells were installed in October and December 2011 and hydraulically down/cross-gradient from the site. Monitoring well KINGS MW-8 was installed on site southeast of existing well KINGS MW-2, and wells KINGS MW-9, KINGS MW-10 and KINGS MW-11 were installed generally south of the Mission Trace

Shopping Center aligned on an approximate east-west axis perpendicular to the estimated groundwater flow direction from the site.. The well locations are shown on Figure 2.

The soil borings were advanced using a truck-mounted drill rig and hollow-stem auger drilling techniques to depths ranging from approximately 90 feet below ground surface (bgs) to 115 feet bgs. The soil borings were advanced approximately 2 to 5 feet below the top of the observed bedrock.

Soil samples were collected in advance of the augers at approximately 5-foot intervals using a split-spoon sampling tool. Soil samples were evaluated in the field relative to lithology, color and relative moisture content. In addition, the samples were field screened using sensory methods and a photoionization detector (PID) to detect the presence of volatile organic compounds (VOCs).

Drilling equipment was cleaned using a high-pressure washer prior to beginning the project. Non-dedicated sampling equipment was cleaned using an Alconox® detergent wash and potable water rinse before commencement of the project and prior to collection of each soil sample.

Soil cuttings and cleaning solutions were containerized in DOT-approved steel 55-gallon drums with lids and staged near each boring location pending disposal disposition by the client.

The borings were completed as groundwater monitoring wells. The monitoring wells consisted of 2-inch diameter Schedule 40 PVC well pipe and 0.010-inch factory perforated screen. The wellheads were protected using a traffic-rated covers installed flush with the surrounding ground surface. Soil boring logs and well construction diagrams are attached.

The groundwater monitoring wells were developed following installation using standard surging and purging methodology to prepare the wells for subsequent groundwater sampling. Purge waters were containerized in DOT-approved steel 55-gallon drums with lids and staged on site at a location indicated by the client pending disposal disposition by the client.

The location and elevation of the groundwater monitoring wells was measured relative to the existing on-site wells.

Groundwater Sampling

Terracon collected groundwater samples from the four newly installed groundwater monitoring wells in October 2011 (KINGS MW-8) and December 2011 (KINGS MW-9, KINGS MW-10 and KINGS MW-11). In addition, the seven existing groundwater monitoring wells installed on site (KINGS MW-1, KINGS MW-2, KINGS MW-3, KINGS MW-3N, KINGS MW-4, KINGS MW-5, KINGS MW-6 and KINGS MW-8) were sampled in October 2011.

The groundwater monitoring wells were sampled using a HydraSleeve sampling device and method. This method was recommended by CDPHE and did not require purging of the well

prior to sampling. The groundwater samples collected were placed in laboratory prepared containers, labeled, and placed in a cooler with ice which was secured with a custody seal. The samples and completed chain-of-custody forms were transported to Environmental Science Corporation (ESC) in Mt. Joliet, TN for analyses of volatile organic compounds (VOCs) (including PCE) by EPA Method SW-846 Method 8260B.

REMEDIAL ACTIVITIES

Remedial activities performed at the site are described below.

Sanitary Sewer

The previous indoor soil boring investigation observed elevated PCE contamination in subsurface soils and limited sub-slab accumulations of water in the eastern portion of the tenant space. An apparent sub-slab floor drain pipe to the sanitary sewer in this area was also observed that appeared to extend east from one or more floor drains to the vicinity of the back door. The floor drain pipe to the sanitary sewer was considered a potential source or contributor to the elevated PCE concentrations in soils and accumulations of water detected in this area.

A plumbing contractor was used to video scope the interior of the floor drain pipe to help assess its integrity and specific routing. The approximate location of the floor drain pipe is shown in Figure 3. Visual indications of breaks or leaks in the floor drain pipe were not observed during the video scoping operations.

Concrete Floor Removal and Limited Indoor Soil Over-Excavation

Following interior assessment of the floor drain pipe, limited over-excavation activities were performed in the eastern portion of the tenant space to remove (to the extent practicable) subsurface soils with elevated PCE concentrations to help reduce potential impacts to the subsurface groundwater. The floor drain pipe was also exposed in the excavation area to allow further assessment of the pipe exterior. The approximate limits of the excavation are shown in Figure 4.

Soil over-excavation activities began in July 2011 using hand excavation methods. Approximately 170 square feet of concrete floor were removed to allow access to the floor drain pipe, locations beneath the pipe, and former locations where a dry cleaning machine and drums of solvent/wastes had reportedly been staged in the tenant space. Soil samples were collected from the excavation for field screening with a photo-ionization detector (PID), and for submittal to a laboratory for volatile organic compounds (VOCs) analysis.

The extent (lateral and vertical) of excavation area was assessed based on PID measurements and field observations. Because of the possible compromise of the building foundation, the

depth of the excavation area did not exceed approximately 5 feet below the top of the concrete slab.

Based on observations during performance of the previous indoor borings, limited water accumulation near the eastern end of the excavation area was anticipated. However, with the exception of the western end of the excavation (near the 'toe' of the western excavation wall), water accumulations in the excavation were not observed. The limited water observed in the western end near the toe of the excavation wall was assumed to be related to a potential leak in the Lint Filter vault which was located approximately 2 feet from the observed water accumulation. According to New Mission LLC, the vault has been inspected and repaired.

Visual assessment of the floor drain pipe exterior did not observe breaks or leakage. Although compromise of the pipe was not observed, the floor drain pipe was removed and replaced.

Excavation activities were substantially completed in September 2011. Approximately 27 (in-place) cubic yards of soil were over-excavated from inside the tenant space. At the completion of over-excavation activities, seven "confirmatory" soil samples were collected on September 21, 2012 from the excavation floor and sidewalls to provide confirmation soil sampling data prior to backfilling. The confirmatory soil sample results are shown on Figure 5.

During over-excavation work, removed soils were segregated into stockpiles and dumpsters based on visual observation and PID screening. Soil samples of the excavated soils were collected, composited, and submitted to ESC for analytical testing / waste characterization prior to disposal. Based on results of the laboratory analyses, the excavated soils were disposed as non-hazardous solid waste at Waste Connections located in Fountain, Colorado. Copies of the waste manifests are attached.

Excavation Backfilling and SVE Piping Installation

Following the soil over-excavation activities, sampling and analytical testing, the excavation was backfilled to approximately the bottom of the concrete floor using clean pea gravel, and compacted using a tamper. The removed concrete floor area was subsequently replaced with new concrete to match the existing grade. Prior to backfilling, perforated 4-inch diameter PVC piping was installed horizontally along the floor of the excavation extending from the west end to the east end of the excavation. The pipe was stubbed above the concrete floor surface to provide extraction capability under the indoor concrete floor associated with a soil vapor extraction (SVE) system. Installation of a SVE system at the site is not recommended at this time.

Limited Outdoor Soil Borings

Two soil borings (BH-1 and BH-2) were drilled in July 2011 outdoors approximately 5 feet east of the back door of the tenant space to depths of approximately 6 feet bgs using a hand auger. The borings were performed to collect soil samples to help assess the potential presence of a shallow outside PCE contamination source that might be responsible or contributing to the indoor soil impacts and water accumulations observed in the excavation area previously discussed. Soil samples collected from the borings (BH-1 and BH-2) did not observe water-saturated sub-surface conditions or elevated PID readings. Soil samples collected from BH-1 or BH-2 were not submitted for analytical testing. These soil samples collected concluded that the indoor impact and accumulations of water observed in the excavation area likely did not have a shallow outdoor source east of the tenant space. The approximate locations of the soil borings are shown on Figure 5.

SAMPLING RESULTS

Drilling and Soil Sampling

During boring activities for monitoring wells KINGS MW-9 and KINGS MW-10, apparent petroleum impacted soil was observed in the two borings over narrow horizons (i.e., less than approximately 1 foot) at depths of approximately 35 feet bgs and 60 feet bgs, respectively. The source of the apparent petroleum contamination observed in soil samples collected is not known. Soil samples for KINGS MW-9 and KINGS MW-10 of the apparent petroleum contamination observed were submitted for analytical testing. Petroleum-related compounds where detected in the soil samples but at concentrations below applicable guidance values. The depth to groundwater observed at KINGS MW-9 and KINGS MW-10 was approximately 85 to 87 feet bgs. An off-site release of diesel fuel reportedly occurred in 1991 at a fire station located approximately 400 to 450 feet north-northeast (up-gradient) of these two wells. The fire station release reportedly received No Further Action approval from the Colorado Division of Oil and Public Safety shortly after the release was reported.

Soil samples were collected from each newly installed well boring at depths immediately above the water table (as encountered during drilling) and analyzed for PCE. PCE was not detected in the samples analyzed.

Groundwater Sampling Findings

For groundwater sampling completed, PCE was reported at a concentration of 4.7 micrograms per liter (µg/L) in groundwater samples collected from monitoring wells KINGS MW-10 and KINGS MW-11 which is below the Colorado Groundwater Standard (CGS) of 5 µg/L established by CDPHE in Regulation No. 41. PCE was not detected at or above the analytical detection limit in groundwater sample collected from monitoring well KINGS MW-9. TCE was also not reported at or above the analytical detection limit in the groundwater samples collected from

these three wells. Further, groundwater samples collected from eight on-site wells (KINGS MW-1, KINGS MW-2, KINGS MW-3, KINGS MW-3N, KINGS MW-4, KINGS MW-5, KINGS MW-6 and KINGS MW-8) during October 2011 did not reportedly detect PCE or TCE concentrations at or above the CGS.

The groundwater analytical and monitoring results, respectively, for wells KINGS MW-9, KINGS MW-10, KINGS MW-11, KINGS MW-1, KINGS MW-2, KINGS MW-3, KINGS MW-3N, KINGS MW-4, KINGS MW-5, KINGS MW-6 and KINGS MW-8 as well as historic results for the eight on-site wells are summarized in Table 1 and Table 2. The most recent groundwater analytical results for PCE in groundwater and the estimated groundwater flow direction at and near the site based on depth-to-water measurements performed in October and December 2011 are shown on Figure 6. The estimated groundwater flow direction is generally to the south-southwest which is consistent with previous observations.

Excavation Confirmatory Sampling Findings

The reported PCE and TCE concentrations for the confirmatory soil samples collected from the excavation were below the Colorado Soil Evaluation Values (CESV) established by CDPHE (July 2011) for groundwater protection which are shown in Table 3,. Sample locations and corresponding PCE concentrations are shown in Figure 5.

FINDINGS AND CONCLUSIONS

The following are findings and conclusions associated with the investigation and remedial activities discussed in this report:

- Examination of the floor drain pipe extending through the excavation area indicated that the pipe did not identify leaks, holes and appeared to be competent and was likely not to be contributing to limited water accumulation observed in the excavation area.
- Several soil borings performed outdoors east and adjacent to the back door area of the tenant space did not observe water-saturated sub-surface soil conditions or elevated PID readings suggesting that indoor soil impacts and accumulations of water in the excavation area likely did not have an outdoor source.
- Based on the proximity of accumulated water adjacent to the west end of the excavation (observed during performance of over-excavation activities), the source of water observed appears to be associated with the Lint Trap vault. New Mission LLC will has replaced the vault.
- Based on results of the confirmatory excavation soil sampling, the on-site source of potential PCE contamination to groundwater has been removed. Further, based on findings of the previous indoor soil boring / sampling investigation, additional potential indoor subsurface PCE source areas were not identified.
- The concentration of PCE in the groundwater sample collected from monitoring well KINGS MW-11 in December 2011 was reportedly 4.7 µg/L.
- Based on the estimated groundwater flow direction at the site and the location of well KINGS MW-11, this well appears to be located cross-gradient to the PCE plume and

beyond the projected influence of hydrodynamic dispersive effects of the plume in groundwater. This suggests that the observed PCE contamination in groundwater at this well may be due to an upgradient / crossgradient source not associated with the King's Dry Cleaner site. This potential source may be a significant contributor to the estimated plume.

- It should be noted that the apparent presence of petroleum contamination (possibly diesel fuel) observed in subsurface soils (35 feet and 60 feet bgs) during performance of recent boring activities associated with KINGS MW-9 and KINGS MW-10 underscores the potential for the presence of other unanticipated sources in the area.

Based on observations and findings of assessment activities summarized in this report, further investigation and remediation at the site is not recommended at this time.

Findings, conclusions and recommendations resulting from these services are based upon information derived from on-site activities and other services performed as described herein; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this investigation. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Please do not hesitate to contact the undersigned if you have any questions or comments regarding the proposed activities described herein.

Sincerely,
Terracon Consultants, Inc.

Lawrence R. Keefe
Principal | Office Manager

For Dean R. Parson, P.E.
Principal

N:\PROJECTS\2010\23107012\Jan 2012 Summary Report.docx

c. Matt Craddock – New Mission, LLC
Connie H. King - Law Firm of Connie H. King

Attachments

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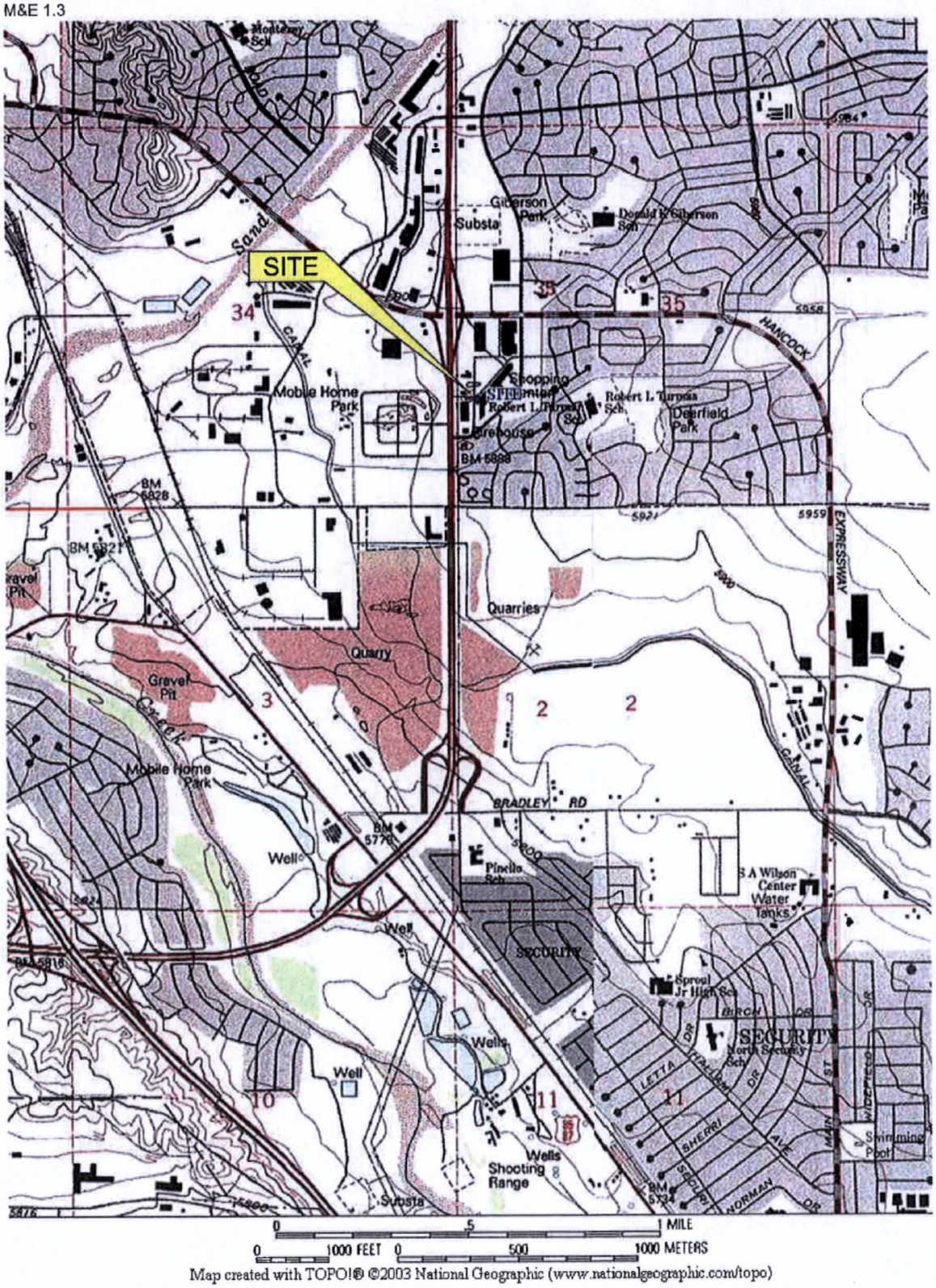
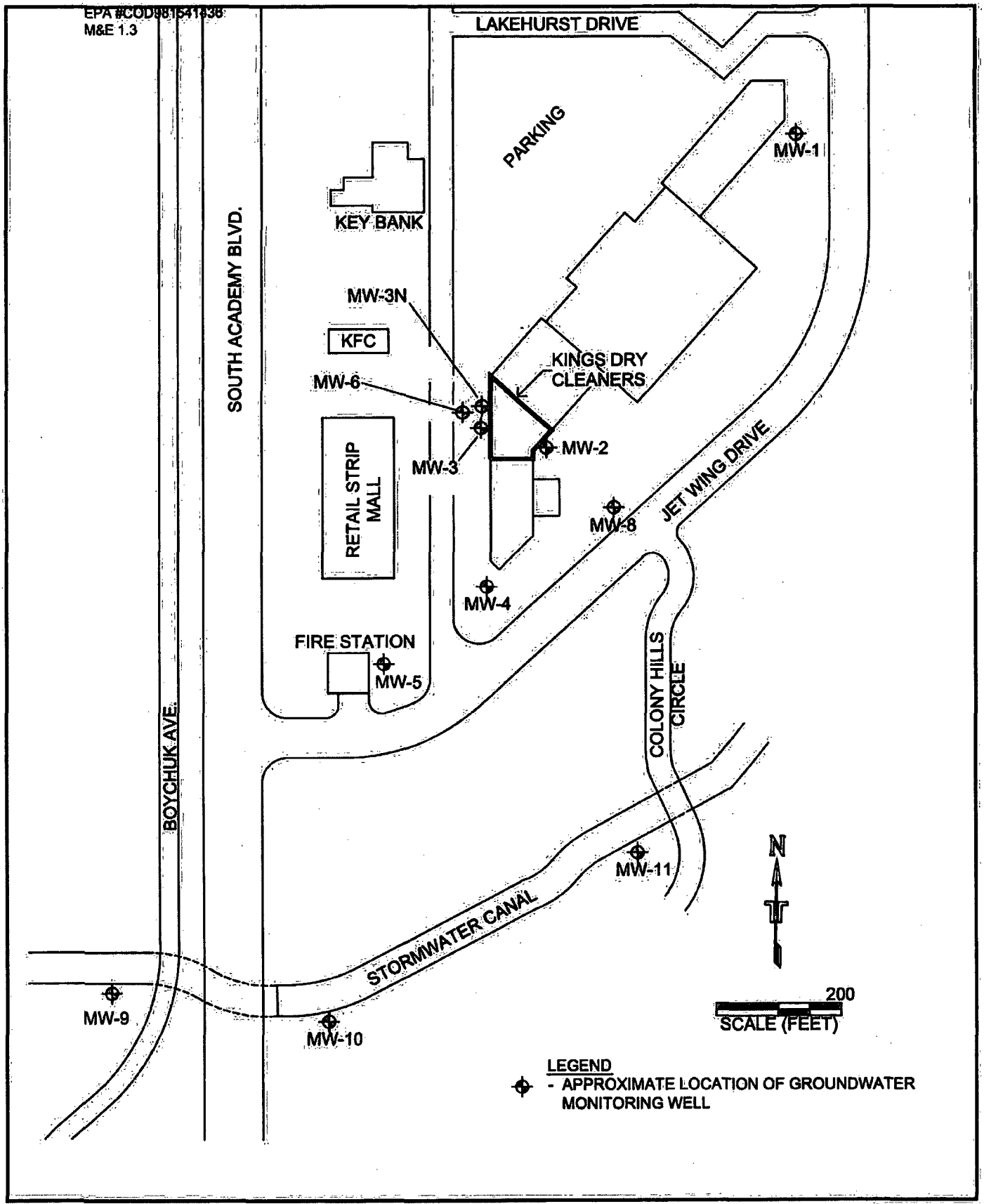


Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 1: SITE LOCATION MAP KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-1(SVM).dwg	FIG. No. 1



Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 01/20/12	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 2: SITE MAP KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-2(012012).dwg	FIG. No. 2

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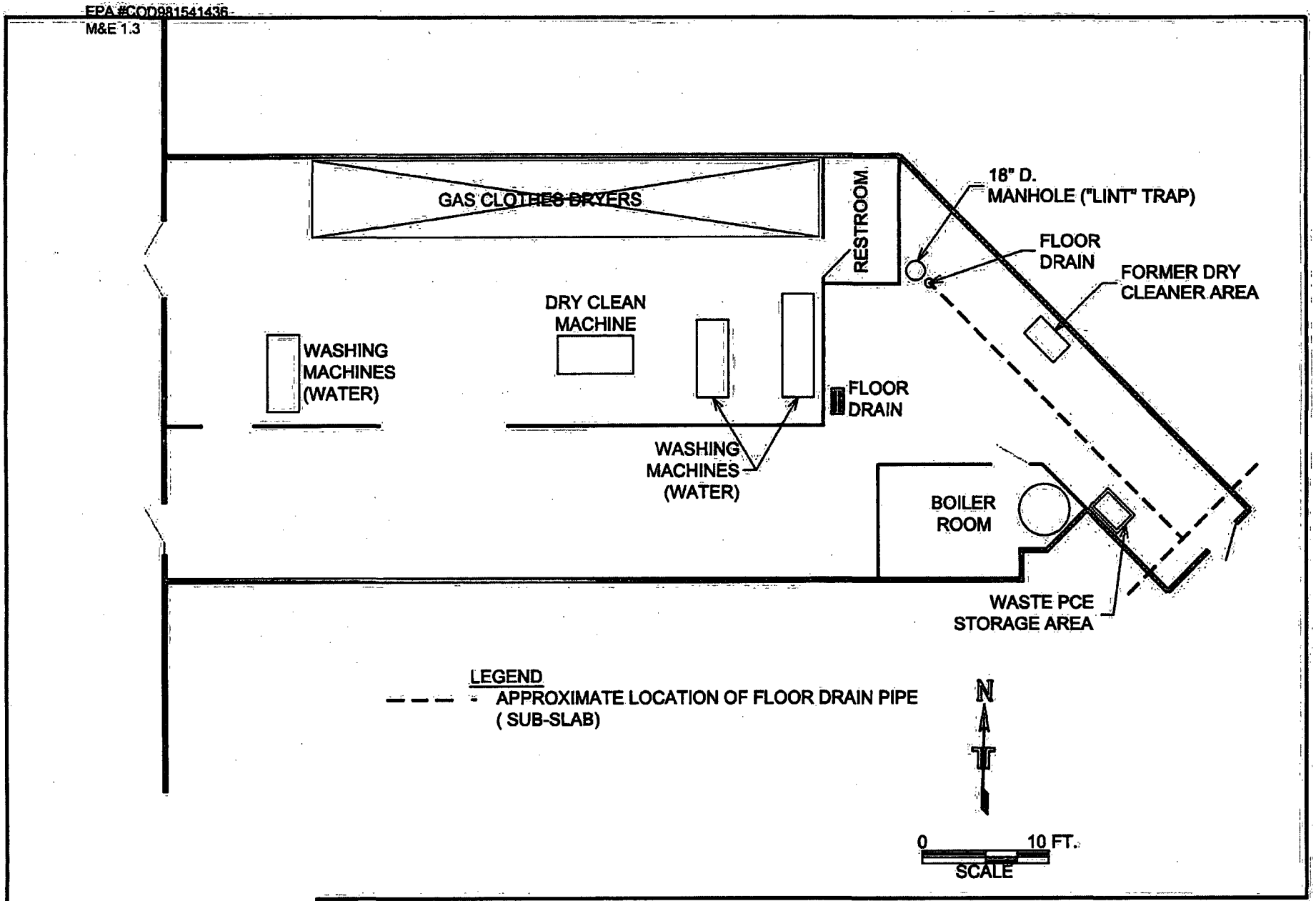

Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX: (719) 597-2117	FIGURE 3: FLOOR PLAN KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-3(012012).dwg	FIG. No. 3

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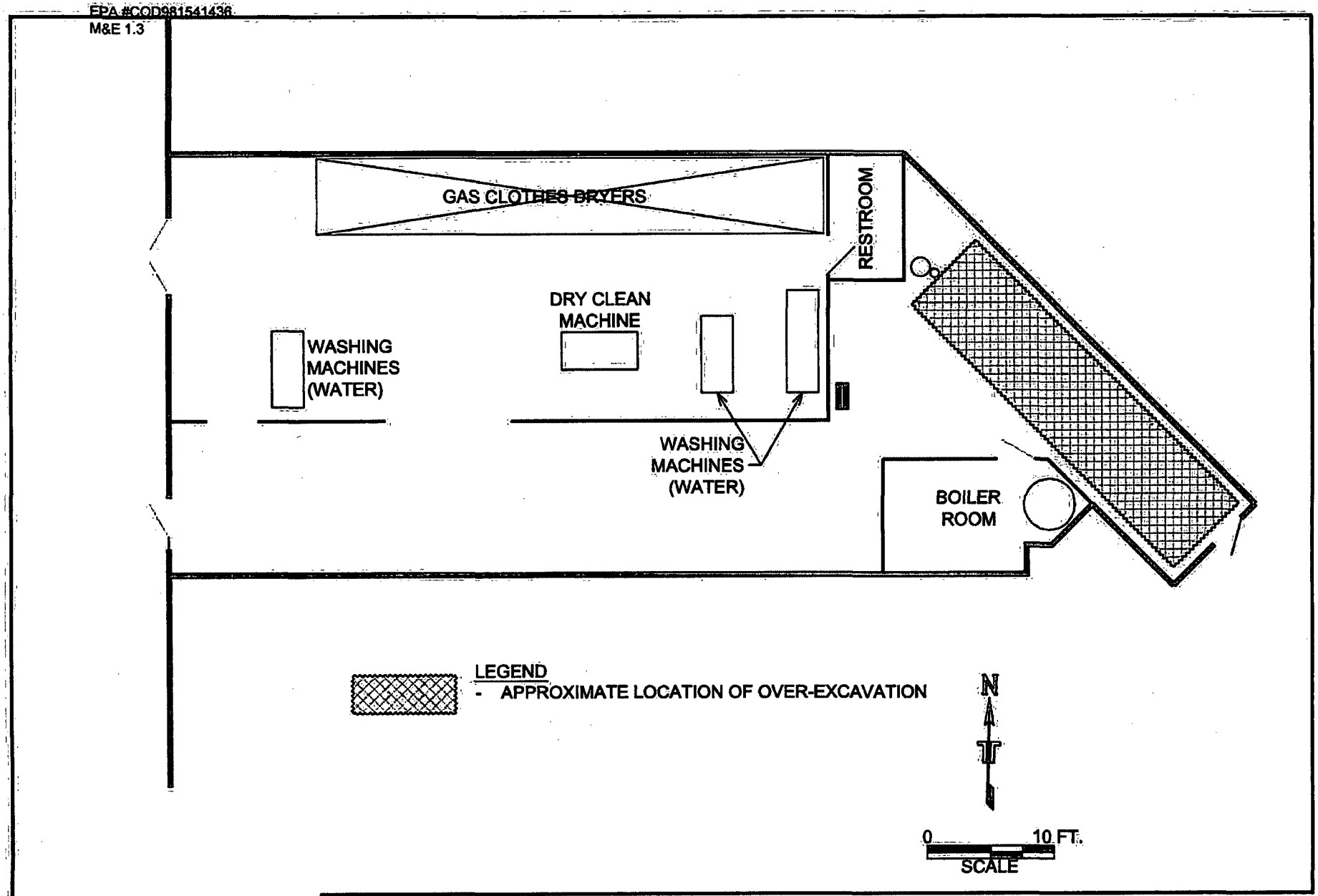
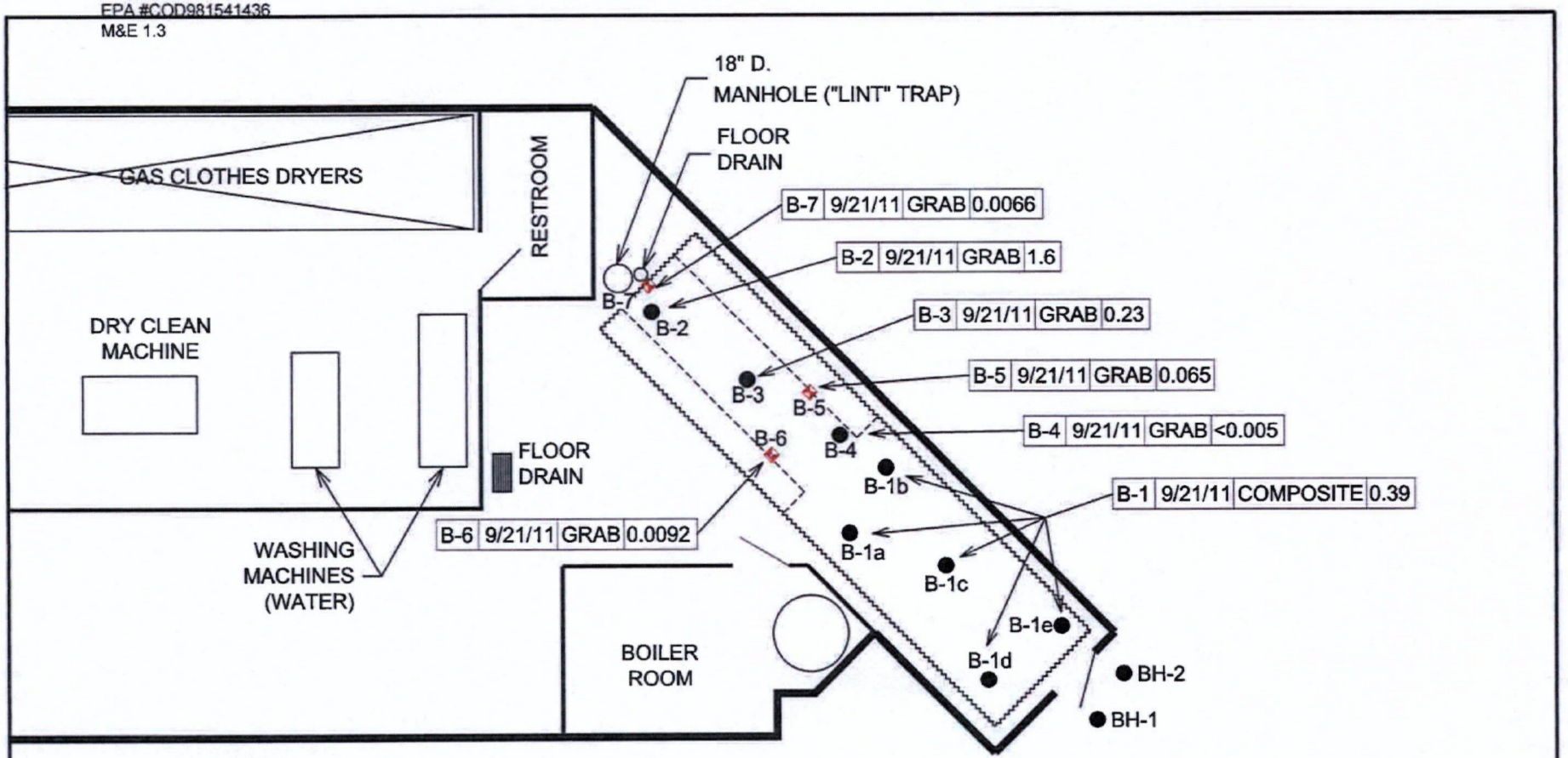


Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 08/20/2010	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2118 FAX. (719) 597-2117	FIGURE 4: OVER-EXCAVATION AREA KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-4(012012).dwg	FIG. No. 4

EPA #COD981541436
M&E 1.3



LEGEND

B-4● - APPROXIMATE SOIL SAMPLE LOCATION (EXCAVATION FLOOR)

B-6◆ - APPROXIMATE SOIL SAMPLE LOCATION (EXCAVATION WALL)

SAMPLE I.D.	SAMPLE DATE	SAMPLE TYPE	PCE

PCE = TETRACHLOROETHENE, MILLIGRAMS/KILOGRAM

BH-1● - APPROXIMATE LOCATION OF OUTDOOR BORINGS

~~~~~~~~~~ - APPROXIMATE LIMIT OF EXCAVATION

N

0 8 FT.
SCALE

Project Mngr:	LK
Drawn By:	DJS
Checked By:	LK
Approved By:	LK
Project No.	23107012
Scale:	AS NOTED
Date:	10/11/2011

Terracon
Consulting Engineers and Scientists
4172 Center Park Dr. Colorado Springs, CO 80916
PH. (719) 597-2116 FAX. (719) 597-2117

APPROXIMATE CONFIRMATORY SAMPLE LOCATIONS
KINGS DRY CLEANER
3217 S. ACADEMY BLVD.
COLORADO SPRINGS, COLORADO
I:\Projects\Other Offices\Colorado Springs - No.23\23107012\ConfirmatorySampleLocations\23107012-5.dwg

FIG. No.
5
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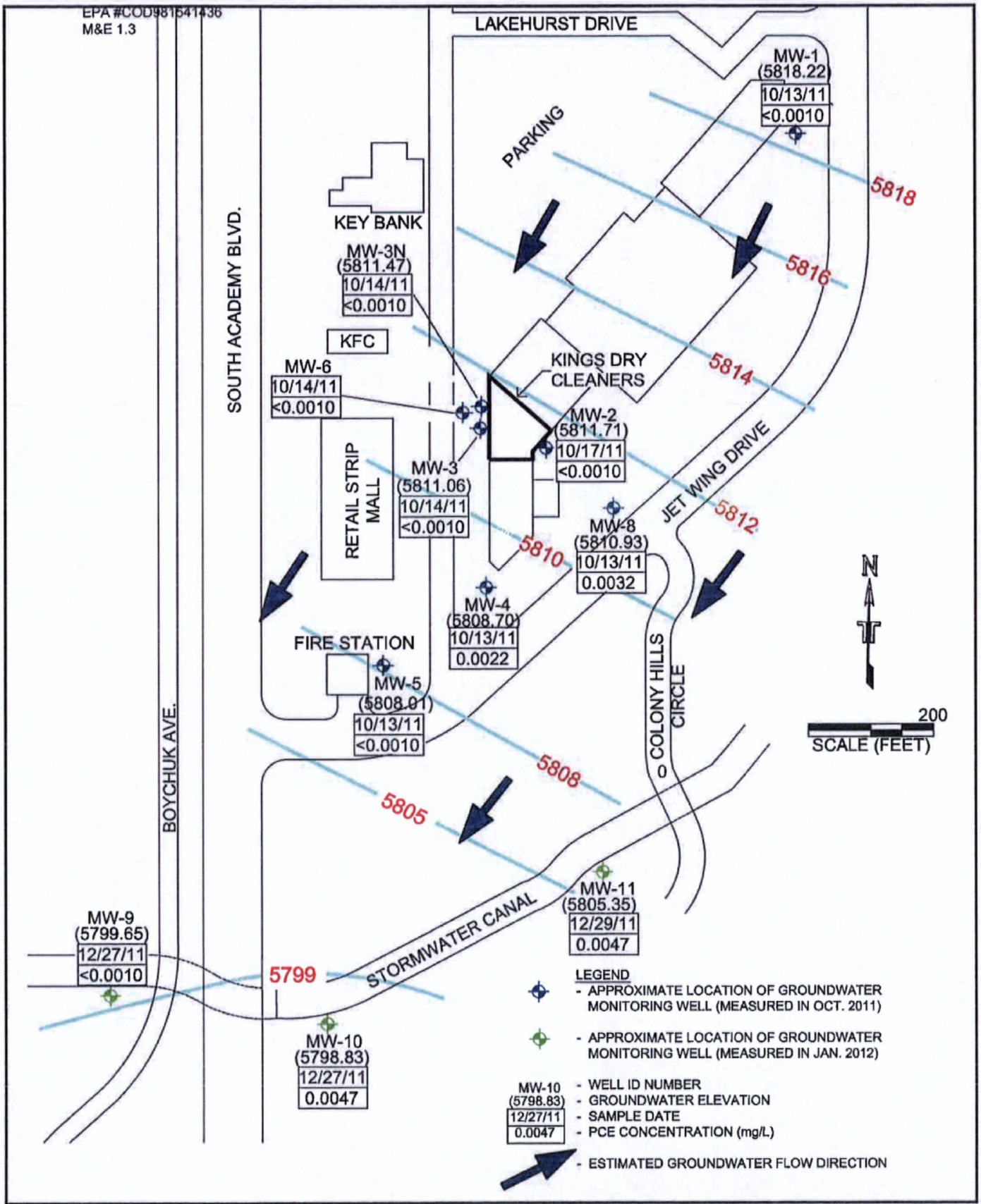
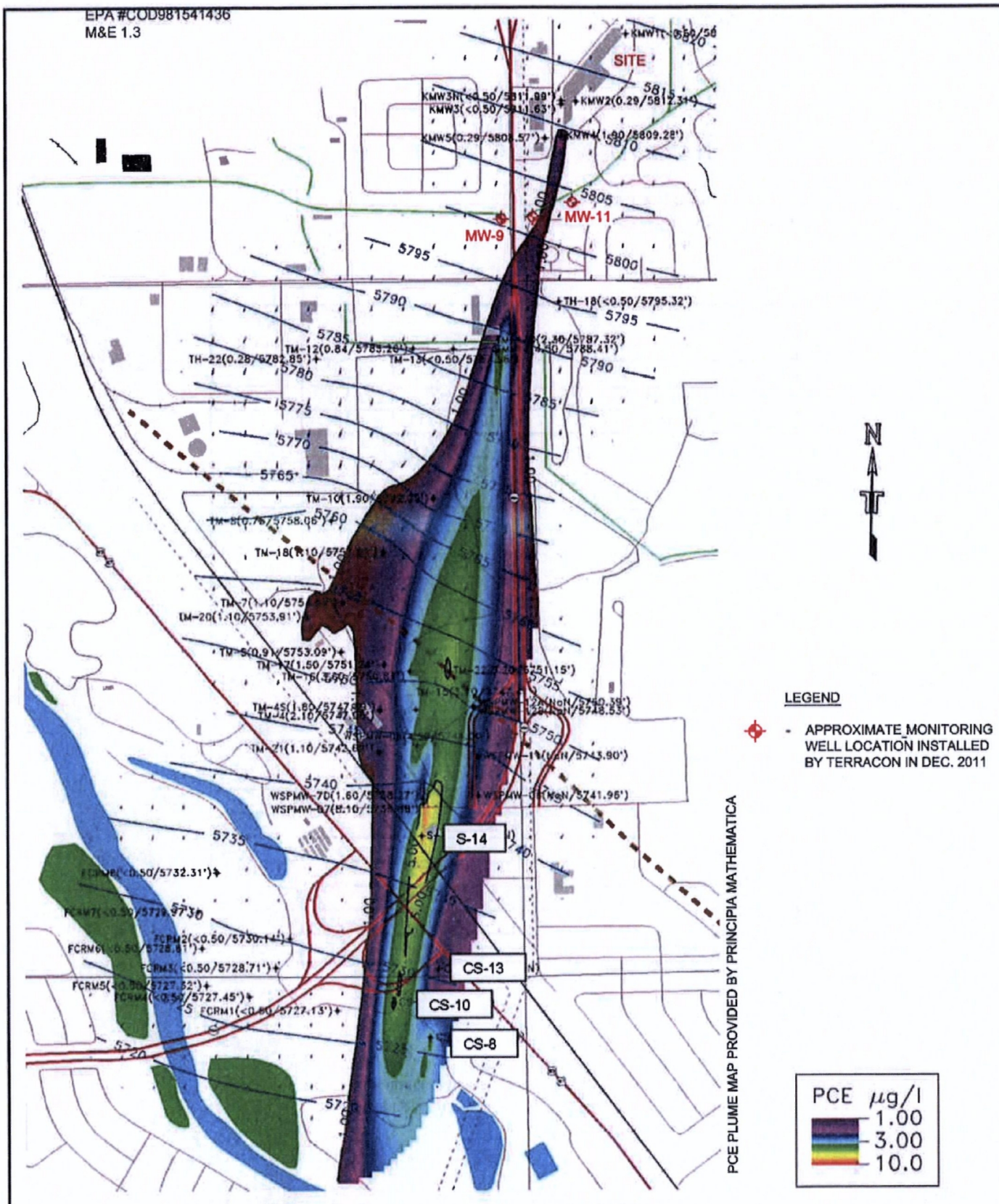


Project Mngr: LK Drawn By: DJS Checked By: LK Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 01/16/12	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 6: GROUNDWATER ELEVATION (OCTOBER 2011) KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-6(012012).dwg	FIG. No. 6

EPA #COD981541436
M&E 1.3



MAXIMUM PLUME EXTENT - 01/01/2009 - 12/31/2009

Project Mngr: PRM Drawn By: DJS Checked By: PRM Approved By: LK	Project No. 23107012 Scale: AS NOTED Date: 01/23/12	Terracon Consulting Engineers and Scientists 4172 Center Park Dr. Colorado Springs, CO 80916 PH. (719) 597-2116 FAX. (719) 597-2117	FIGURE 7: ESTIMATED PLUME EXTENT KINGS DRY CLEANER 3217 S. ACADEMY BLVD. COLORADO SPRINGS, COLORADO File No. N:\Projects - Other Offices\Colorado Springs - No.23\23107012\23107012-7(012312).dwg	FIG. No. 7

Table 1
Historic Groundwater Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Sample Location	Sample Date	PCE[1] (µg/L)[2]	TCE[3] (µg/L)
KINGS MW-1	11/5/2009	<0.5[4]	<0.5
KINGS MW-1	4/27/2010	<1.0	<1.0
KINGS MW-1	10/13/2011	<1.0	<1.0
KINGS MW-2	11/5/2009	0.29	<0.5
KINGS MW-2	4/27/2010	**14**[5]	<1.0
KINGS MW-2	10/13/2011	<1.0	<1.0
KINGS MW-3	11/5/2009	<0.5	<0.5
KINGS MW-3	4/27/2010	<1.0	<1.0
KINGS MW-3	10/13/2011	<1.0	<1.0
KINGS MW-3N	11/5/2009	<0.5	<0.5
KINGS MW-3N	4/27/2010	<1.0	<1.0
KINGS MW-3N	10/13/2011	<1.0	<1.0
KINGS MW-4	11/5/2009	1.9	<0.5
KINGS MW-4	4/27/2010	2.5	<1.0
KINGS MW-4	10/13/2011	2.2	<1.0
KINGS MW-5	11/5/2009	0.29	<0.5
KINGS MW-5	4/27/2010	<1.0	<1.0
KINGS MW-5	10/13/2011	<1.0	<1.0
KINGS MW-6	6/14/2010	<1.0	<1.0
KINGS MW-6	10/13/2011	<1.0	<1.0
KINGS MW-8	10/13/2011	3.2	<1.0
KINGS MW-9	12/27/2011	<1.0	<1.0
KINGS MW-10	12/27/2011	4.7	<1.0
KINGS MW-11	12/29/2011	4.7	<1.0
Regulatory Standard[6]:		**5**	**5**

[1] PCE = tetrachloroethylene
[2] µg/L = micrograms per liter
[3] TCE = trichloroethylene
[4] "<" = below analytical detection limit shown
[5] Results in **bold** exceed regulatory standard
[6] Regulatory standards established by Colorado Department of Public Health and Environment (Regulation No. 41 - Basic Standards for Groundwater - October 2009)

Table 2
Historic Groundwater Monitoring Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Monitoring Location	Monitoring Date	Depth to Water (feet BTOC)[1]	TOC Elevation (feet)[2]	Groundwater Elevation (feet)[3]
KINGS MW-1	10/22/2009	78.37	5,897.10	5,818.73
KINGS MW-1	4/27/2010	77.87		5,819.23
KINGS MW-1	10/13/2011	78.88		5818.22
KINGS MW-2	10/21/2009	77.91	5,889.81	5,812.31
KINGS MW-2	4/27/2010	77.55		5,812.67
KINGS MW-2	10/13/2011	78.10		5,811.71
KINGS MW-3	10/21/2009	78.59	5,889.81	5,811.63
KINGS MW-3	4/27/2010	78.27		5,811.95
KINGS MW-3	10/13/2011	78.75		5,811.06
KINGS MW-3N	10/23/2009	78.41	5,889.89	5,811.99
KINGS MW-3N	4/27/2010	77.94		5,812.46
KINGS MW-3N	10/13/2011	78.42		5,811.47
KINGS MW-4	10/20/2009	79.35	5,888.39	5,809.28
KINGS MW-4	4/27/2010	79.21		5,809.42
KINGS MW-4	10/13/2011	79.69		5,808.70
KINGS MW-5	10/22/2009	78.61	5,886.85	5,808.57
KINGS MW-5	4/27/2010	78.35		5,808.83
KINGS MW-5	10/13/2011	78.84		5,808.01
KINGS MW-6	6/14/2010	78.35	5,887.18	5,808.83
KINGS MW-6	10/13/2011	77.22		5,809.96
KINGS MW-8	10/13/2011	76.80	5,887.73	5,810.93
KINGS MW-9	12/27/2011	76.17	5,875.82	5,799.65
KINGS MW-10	12/27/2011	85.34	5,884.17	5,798.83
KINGS MW-11	12/29/2011	87.44	5,892.79	5,805.35

Notes:
[1] BTOC = below top of (PVC) well casing
[2] TOC Elevation = top of (PVC) well casing elevation
[3] Based on well surveying performed by CDPHE or Terracon

Table 3
Excavation Confirmation Soil Analytical Results

Former King's Dry Cleaners
Colorado Springs, Colorado
Project No. 23107012

Soil Boring	Sample Location	Sample Date	PCE[1] (mg/kg)[2]	TCE[3] (mg/kg)
B-1	Excavation floor	9/21/2011	0.39	0.0094
B-2	Excavation floor	9/21/2011	1.6	0.12
B-3	Excavation floor	9/21/2011	0.23	0.0077
B-4	Excavation floor	9/21/2011	<0.0050[4]	<0.0050
B-5	Excavation wall	9/21/2011	0.065	<0.0050
B-6	Excavation wall	9/21/2011	0.0092	<0.0050
B-7	Excavation wall	9/21/2011	0.0066	<0.0050
Guidance Value[5]:			**1.90**	**0.680**

Notes:
[1] PCE = tetrachloroethylene
[2] mg/kg = milligrams per kilogram
[3] TCE = trichloroethylene
[4] "<" = below analytical detection limit shown
[5] Guidance values established by Colorado Department of Public Health and Environment for groundwater protection (July 2011)

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-10

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

BOREHOLE DIA.: 7 1/4" in
WELL DIA.: 2" in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
GROUND SURFACE ELEV.: ft

DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*	DESCRIPTION
0	SC SM							**CLAYEY SILT** with some sand, brown, moist
5	SC	1	SS	18	21		0.0	
	SM							
10	SC	2	SS	18	6		0.0	
	SM							
15	SC	3	SS	18	8		0.0	
	SM							
20	SW	4	SS	18	10		0.0	**SAND** with some clay and silt, brown, moist
25	SW	5	SS	18	4		0.0	
30	SW	6	SS	18	10		0.0	decreasing clay/silt
35	SW	7	SS	18	25		0.0	
40	SW	8	SS	18	22		0.0	
45	SW	9	SS	18	26		0.0	
50	SW	10	SS	18	25		0.0	
55	SW	11	SS	18	23		0.2	
60	SW	12	SS	18	44		3.3	petroleum (diesel-like) odor
65								

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-21-11
BORING COMPLETED	12-22-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL_99 23107012 (WELLS 9,10,11).GPJ DENVER.031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-10

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist			SW	13	SS	18	27		0.2
	SAND fine to coarse, with some fine gravel,brown, moist decreasing gravel		70	SW	14	SS	18	33		0.0
			75	SW	15	SS	18	45		0.0
			80	SW	16	SS	18	38		0.0
	ARKOSE ▽ with some clay, red-orange, wet		85	SW	17	SS	18	31		0.0
	SAND with some clay and silt, brown, wet		90	SW	18	SS	12	26		0.0
95	**WEATHERED SHALE** brown, wet		95	SW	19	SS	11	42		0.0
100	**SHALE** blue-gray, Moist		100	CL	20	SS	6	50/5		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-21-11
BORING COMPLETED	12-22-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL - 23107012-WELLS 8,10,11.GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-11

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

BOREHOLE DIA.: 7 1/4" in
WELL DIA.: 2" in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CLAYEY SILT with some sand, brown, moist			SC SM						
			5	SC SM	1	SS	18	30		0.0
			10	SC SM	2	SS	18	6		0.0
			15	SC SM	3	SS	18	7		0.0
			20	SC SM	4	SS	18	8		0.0
	25 **SAND** with some clay and silt, brown, moist		25	SW	5	SS	18	9		0.0
			30	SW	6	SS	18	11		0.0
			35	SW	7	SS	18	22		0.0
			40	SW	8	SS	18	26		0.0
			45	SW	9	SS	18	31		0.0
			50	SW	10	SS	18	36		0.0
			55							
			60	SW	12	SS	18	36		0.2
			65							

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The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-23-11		
BORING COMPLETED	12-28-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL 99 23107012-WELLS 8.10.11).GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-11

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist		70	SW	14	SS	18	45		3.3
			75							
			80	SW	16	SS	18	41		0.0
	becoming wet ▽		85	SW	17	SS	18	31		0.0
			90	SW	18	SS	12	29		0.0
			95	SW	19	SS	11	40		0.0
	increasing clay		100	CL	20	SS	11	37		0.0
	105 **WEATHERED SHALE** brown, wet		105	CL	21	SS	8	45		0.0
			110	CL	22	SS	8	37		0.0
	115 **SHALE** blue-gray, moist		115	CL	23	SS	2	50/2		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-23-11		
BORING COMPLETED	12-28-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL_99 23107012-WELLS 8.10.11.GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-9

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

BOREHOLE DIA.: 7 1/4" in
WELL DIA.: 2" in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CLAYEY SILT with some sand, brown, moist			SC SM						
	5		5							
	SAND with some clay and silt, brown, moist			SW	1	SS	18	11		0.0
	decreasing clay/silt		10	SW	2	SS	18	5		0.0
			15	SW	3	SS	18	6		0.0
	becoming coarser		20	SW	4	SS	18	6		0.0
			25	SW	5	SS	18	8		0.0
			30	SW	6	SS	18	18		0.0
	petroleum (diesel-like) odor		35	SW	7	SS	18	17		41
			40	SW	8	SS	18	20		2.3
			45	SW	9	SS	18	16		0.1
			50	SW	10	SS	18	21		0.2
			55	SW	11	SS	18	27		0.1
			60	SW	12	SS	18	28		0.0
			65							

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The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 76	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-19-11		
BORING COMPLETED	12-20-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL_99 23107012-(WELLS 9,10,11).GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-9

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist			SW	13	SS	18	26		0.0
	SAND fine to coarse, with some fine gravel,brown, moist becoming wet ▽		70	SW	14	SS	18	33		0.0
			75	SW	15	SS	18	36		0.0
			80	SW	16	SS	18	23		0.0
	85 **WEATHERED SHALE** brown, wet		85	SW	17	SS	18	28		0.0
	90 **SHALE** blue-gray, moist		90	SW	18	SS	4	50/4		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million Isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 76	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-19-11		
BORING COMPLETED	12-20-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL - 99 23107012-WELLS 9.10.11).GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-10

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

BOREHOLE DIA.: 7 1/4" in
WELL DIA.: 2" in
TOP OF PROTECTOR PIPE: ft
TOP OF CASING: ft
GROUND SURFACE ELEV.: ft

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	CLAYEY SILT with some sand, brown, moist		5	SC SM						
				SC	1	SS	18	21		0.0
				SM						
			10	SC	2	SS	18	6		0.0
				SM						
			15	SC	3	SS	18	8		0.0
				SM						
	20 **SAND** with some clay and silt, brown, moist		20	SW	4	SS	18	10		0.0
			25	SW	5	SS	18	4		0.0
	decreasing clay/silt		30	SW	6	SS	18	10		0.0
			35	SW	7	SS	18	25		0.0
			40	SW	8	SS	18	22		0.0
			45	SW	9	SS	18	26		0.0
			50	SW	10	SS	18	25		0.0
			55	SW	11	SS	18	23		0.2
	petroleum (diesel-like) odor		60	SW	12	SS	18	44		3.3
			65							

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The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppml).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-21-11
BORING COMPLETED	12-22-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL - 99 23107012-WELLS 9.10.11.GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-10

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist			SW	13	SS	18	27		0.2
	SAND fine to coarse, with some fine gravel,brown, moist decreasing gravel		70	SW	14	SS	18	33		0.0
			75	SW	15	SS	18	45		0.0
			80	SW	16	SS	18	38		0.0
	ARKOSE with some clay, red-orange, wet ▽		85	SW	17	SS	18	31		0.0
	SAND with some clay and silt, brown, wet		90	SW	18	SS	12	26		0.0
	95		95	SW	19	SS	11	42		0.0
	WEATHERED SHALE brown, wet									
	100 **SHALE** blue-gray, Moist		100	CL	20	SS	5	50/5		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-21-11		
BORING COMPLETED	12-22-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL 99 23107012-WELLS 9.10.11.GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-11

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

DESCRIPTION	
BOREHOLE DIA.:	7 1/4" in
WELL DIA.:	2" in
TOP OF PROTECTOR PIPE:	ft
TOP OF CASING:	ft
GROUND SURFACE ELEV.:	

DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SC SM						
5	SC SM	1	SS	18	30		0.0
10	SC SM	2	SS	18	6		0.0
15	SC SM	3	SS	18	7		0.0
20	SC SM	4	SS	18	8		0.0
25	SW	5	SS	18	9		0.0
30	SW	6	SS	18	11		0.0
35	SW	7	SS	18	22		0.0
40	SW	8	SS	18	26		0.0
45	SW	9	SS	18	31		0.0
50	SW	10	SS	18	36		0.0
55							
60	SW	12	SS	18	36		0.2
65							

CLAYEY SILT
with some sand, brown, moist

SAND
with some clay and silt, brown, moist

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-23-11
BORING COMPLETED	12-28-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL - 99 23107012-(WELLS 9.10.11).GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-11

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist		70	SW	14	SS	18	45		3.3
			75							
			80	SW	16	SS	18	41		0.0
	becoming wet ▽		85	SW	17	SS	18	31		0.0
			90	SW	18	SS	12	29		0.0
			95	SW	19	SS	11	40		0.0
	increasing clay		100	CL	20	SS	11	37		0.0
	105 **WEATHERED SHALE** brown, wet		105	CL	21	SS	8	45		0.0
			110	CL	22	SS	8	37		0.0
	115 **SHALE** blue-gray, moist		115	CL	23	SS	2	50/2		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 86	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-23-11
BORING COMPLETED	12-28-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL 69 23107012-(WELLS 9.10.11).GPJ DENVER 03610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-9

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

DESCRIPTION	
BOREHOLE DIA.:	7 1/4" in
WELL DIA.:	2" in
TOP OF PROTECTOR PIPE:	ft
TOP OF CASING:	ft
GROUND SURFACE ELEV.:	

DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*	
0	SC SM							**CLAYEY SILT** with some sand, brown, moist
5	SW	1	SS	18	11		0.0	**SAND** with some clay and silt, brown, moist
10	SW	2	SS	18	5		0.0	decreasing clay/silt
15	SW	3	SS	18	6		0.0	
20	SW	4	SS	18	6		0.0	becoming coarser
25	SW	5	SS	18	8		0.0	
30	SW	6	SS	18	18		0.0	
35	SW	7	SS	18	17		41	petroleum (diesel-like) odor
40	SW	8	SS	18	20		2.3	
45	SW	9	SS	18	16		0.1	
50	SW	10	SS	18	21		0.2	
55	SW	11	SS	18	27		0.1	
60	SW	12	SS	18	28		0.0	
65								

Continued Next Page

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppm).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 76	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-19-11		
BORING COMPLETED	12-20-11		
RIG	CME 75	FOREMAN	PRM
		JOB #	23107012

WELL 99 23107012-WELLS 9.10.11.GPJ DENVER 031610.GDT 1/19/12

EPA #COD981541436
M&E 1.3

LOG OF WELL NO. MW-9

CLIENT: NEW MISSION, LLC

SITE: KING'S DRY CLEANER
COLORADO SPRINGS, COLORADO

PROJECT: KING'S DRY CLEANER

GRAPHIC LOG	DESCRIPTION	WELL DETAIL	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES BLOWS / ft.*	TESTS WATER CONTENT, %	TESTS FIELD VAPOR TEST (PPM)*
	SAND with some clay and silt, brown, moist			SW	13	SS	18	26		0.0
	SAND fine to coarse, with some fine gravel,brown, moist becoming wet ▽		70	SW	14	SS	18	33		0.0
			75	SW	15	SS	18	36		0.0
			80	SW	16	SS	18	23		0.0
	85 **WEATHERED SHALE** brown, wet		85	SW	17	SS	18	28		0.0
	90 **SHALE** blue-gray, moist		90	SW	18	SS	4	50/4		0.0
	BOTTOM OF BORING									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 76	WD	▽
WL	▽		▽
WL	Initial Water Level Reading		

Terracon

BORING STARTED	12-19-11
BORING COMPLETED	12-20-11
RIG CME 75	FOREMAN PRM
	JOB # 23107012

WELL 98 23107012-WELLS 9,10,11.GPJ DENVER 031610.GDT 1/18/12

EPA #COD981541436
M&E 1.3

11-4078 (1)

NON-HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number
				Profile # ELF-11-011

5. Generator's Name and Mailing Address
New Mission LLC
337 E. Pikes Peak Suite 200
Colorado Springs, CO 80903
Generator's Phone:

Generator's Site Address (if different than mailing address)
3217 S. Academy Blvd
719-597-2116

6. Transporter 1 Company Name — U.S. EPA ID Number

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address — U.S. EPA ID Number
Waste Connection
10000 Squirrel Creek Fountain, CO. 719-382-9661
Facility's Phone:

9. Waste Shipping Name and Description	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.
1. Soil with trace amount of Pesticide Profile # ELF-11-011	001	BK	010	Yds³
2.				
3.				
4.				

13. Special Handling Instructions and Additional Information

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name: New Mission, LLC — Signature: [signature] — Month 08 Day 24 Year 11

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Oscar DeLuna — Signature: [signature] — Month 8 Day 23 Year 11
Transporter 2 Printed/Typed Name — Signature — Month Day Year

17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:

17b. Alternate Facility (or Generator) — U.S. EPA ID Number
Facility's Phone:

17c. Signature of Alternate Facility (or Generator) — Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name — Signature — Month Day Year

GENERATOR — INT'L — TRANSPORTER — DESIGNATED FACILITY

169-BLS-C 6 10497 (Rev. 9/09) COPY

EPA #COD981541436
M&E 1.3

11-4078 (2)

NON-HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number
				Profile # FLF 11-011

5. Generator's Name and Mailing Address
New Mission LLC
337 E. Pikes Peak Suite 200
Colorado Springs CO. 80903

Generator's Site Address (if different than mailing address)
3217 S. Academy Blvd
719-597-2116

Generator's Phone:

6. Transporter 1 Company Name — U.S. EPA ID Number

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address
Waste Connection
10000 Spurrel Creek Fountain, CO.
719-382-9661

U.S. EPA ID Number

Facility's Phone:

9. Waste Shipping Name and Description	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.
1. Soil with trace amount of Base Profile # FLF 11-011	001	BK	010	yds³
2.				
3.				
4.				

13. Special Handling Instructions and Additional Information

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name: [illegible] — Signature: [signature] — Month 8 Day 23 Year 11

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Oscar DeLuna — Signature: [signature] — Month 8 Day 23 Year 11
Transporter 2 Printed/Typed Name — Signature — Month Day Year

17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) — Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name — Signature — Month Day Year

GENERATOR — INT'L — TRANSPORTER — DESIGNATED FACILITY

169-BLS-C 6 10497 (Rev. 9/09) COPY

EPA #COD981541436
M&E 1.3

11-4078 (3)

NON-HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Waste Tracking Number

5. Generator's Name and Mailing Address
New Mission LLC
357 E. Pikes Peak Suite 200
Colorado Springs, CO 80903

Generator's Site Address (if different than mailing address)
3217 S. Academy Blvd
719-597-2116

Generator's Phone:

6. Transporter 1 Company Name — U.S. EPA ID Number

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address — U.S. EPA ID Number
Waste Connection
10000 Squirrel Creek Fountain, CO 719-382-9661

Facility's Phone:

9. Waste Shipping Name and Description	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.
1. Soil with trace amount of Perc Profile # FLP-11-011	001	BK	010	yds
2.				
3.				
4.				

13. Special Handling Instructions and Additional Information

Box # DB 747

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name: New Mission LLC — Signature: [signature] — Month 9 Day 21 Year 11

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Oscar De Luna — Signature: [signature] — Month 9 Day 21 Year 11

Transporter 2 Printed/Typed Name — Signature — Month Day Year

17. Discrepancy

17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) — Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a

Printed/Typed Name — Signature — Month Day Year

GENERATOR — INT'L — TRANSPORTER — DESIGNATED FACILITY

169-BLS-C 6 10497 (Rev. 9/09) COPY

EPA #COD981541436
M&E 1.3

11-4078 (4)

NON-HAZARDOUS WASTE MANIFEST

1. Generator ID Number | 2. Page 1 of | 3. Emergency Response Phone | 4. Waste Tracking Number

GENERATOR

5. Generator's Name and Mailing Address: New Mission, 337 E. Pikes Peak Suite 200, Colorado Springs CO 80903
Generator's Site Address (if different than mailing address): 3217 S. Academy Blvd.
Generator's Phone: 719-597-2116

6. Transporter 1 Company Name: BELLIO TRUCKING — U.S. EPA ID Number:

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Waste Connections, 10600 Squirrel Creek Fountain, CO. 719-382-9661 — U.S. EPA ID Number:
Facility's Phone:

9. Waste Shipping Name and Description	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.
1. Soil with trace amount of Perc Profile # FLF-11-011	001	BK	012	yds
2.				
3.				
4.				

13. Special Handling Instructions and Additional Information: Box # DB 755

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.
Generator's/Offeror's Printed/Typed Name: Matt [illegible] — Signature — Month: 9 Day: 21 Year: 11

INTL

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter Signature (for exports only): Date leaving U.S.:

TRANSPORTER

16. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: STEVE DUNSTON — Signature — Month: 9 Day: 28 Year: 11
Transporter 2 Printed/Typed Name — Signature — Month: Day: Year:

DESIGNATED FACILITY

17. Discrepancy
17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☒ Full Rejection
Manifest Reference Number:
17b. Alternate Facility (or Generator) — U.S. EPA ID Number:
Facility's Phone:
17c. Signature of Alternate Facility (or Generator) — Month: Day: Year:

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a
Printed/Typed Name — Signature — Month: Day: Year:

COPY