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OFFICE OF GENERAL  
COUNSEL

Charles R. Grice, Jr.

Aurora, CO 80016

May 18, 2010

Thomasenia Duncan, Esq.  
General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

MUR # 6296

Re: Kenneth R. Buck, Buck for Colorado, Declaration Alliance, The Campaign for Liberty, Inc., Americans for Job Security, Jerry L. Morgensen, Hensel Phelps Construction Co. and Perry L. Buck

Dear Ms. Duncan:

Pursuant to 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4, please accept this letter as a Complaint for violations of the Federal Election Campaign Act of 1971, as amended (herein the "Act"), and regulations of the Federal Election Commission (herein the "FEC" or the "Commission") against Colorado U. S. Senate candidate Kenneth R. Buck (herein "Buck"), his U.S. Senate campaign committee Buck for Colorado (herein the "Buck Committee"), Declaration Alliance, a Virginia corporation (herein "Declaration Alliance"), The Campaign for Liberty, Inc., a Delaware corporation (herein "Campaign for Liberty"), Americans for Job Security, a Washington, D.C. corporation (herein "AIS"), Jerry L. Morgensen (herein "Morgensen"), Hensel Phelps Construction Co., a Delaware corporation (herein "Hensel Phelps"), and Perry L. Buck (herein "Mrs. Buck"). The foregoing individuals or entities are sometimes collectively referred to herein as the "Respondents." Specifically, the Respondents have, individually and collectively, (a) violated the prohibition on accepting coordinated communications paid for by individuals and/or corporations as set forth in 2 U.S.C. § 441a(a)(7)(B)(i) and 11 C.F.R. §§ 114.2(b) and 109.22, (b) violated the prohibition on accepting coordinated communications paid for by federal government contractors as set forth in 2 U.S.C. §§ 441a(a)(7)(B)(i) and 441a(a) and 11 C.F.R. §§ 115.2(a) and 109.22, (c) made impermissible corporate contributions to a U.S. Senate candidate and/or a federal candidate campaign committee, and (d) in the case of Mrs. Buck, violated the individual campaign contribution limitations.

I. Facts

Buck is and at all relevant times has been a resident of Weld County, CO, resident at                      Greeley, CO 80634. His spouse, Mrs. Buck, resides with him at this same address.

Since December 30, 2008, Buck and Mrs. Buck have been the owners, as joint tenants, of a townhouse located at 3950 W. 12<sup>th</sup> Street, Unit 21, Greeley, CO 80634 (herein the "Greeley

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Townhome"). See attached Exhibit A. According to the records of the Weld County Assessor, the most recent assessed value of the Greeley Townhome was \$167,852. See attached Exhibit A.

The Buck Committee is the authorized principal campaign committee for Buck, who is a candidate for the United States Senate for the State of Colorado. The Buck Committee filed its most recent FEC Form 1 Statement of Organization on December 21, 2009. See attached Exhibit B. Buck filed his most recent FEC Form 2 Statement of Candidacy on July 1, 2009. See attached Exhibit C.

FEC contribution and expenditure reports filed by Buck and the Buck Committee through March 31, 2010 are available on the Commission's website, at <http://images.nictusa.com/cgi-bin/fecimg/PC00461368>.

Declaration Alliance is a domestic corporation incorporated in the State of Virginia on December 5, 2005. See attached Exhibit D. Upon information and belief, one of its principal agents or employees is John Hoteling, formerly of Denver, CO.

Campaign for Liberty is a domestic corporation incorporated in the State of Delaware on June 3, 2008, and is registered to do business in the State of Virginia. See attached Exhibit E. The officers and/or directors of Campaign for Liberty are Jesse Benton and Ronnie Paul. See attached Exhibit E.

AJS is a domestic not-for-profit corporation incorporated in Washington, D.C., as a 501(c)(6). See attached Exhibit F.

All three groups—Declaration Alliance, Campaign for Liberty and AJS—are well-known conduits readily accessible to candidates who can supply big donations.

Hensel Phelps is a domestic corporation incorporated in the State of Delaware on July 1, 1982, with corporate headquarters at 420 Sixth Avenue, Greeley, CO 80632 (970-352-6569). See attached Exhibit G. Hensel Phelps is a federal government contractor and, as such, has received substantial federal government contracts and funds, including, most recently, government "stimulus" funds. In addition, upon information and belief, in 2009, Hensel Phelps was awarded at least \$1.65 billion in federal government contracts in its own name, and another approximately \$94 million in federal government contracts in joint venture contracts with Kiewit Corporation and \$117 million in federal government contracts in joint venture contracts with Solpac Construction, Inc. d/b/a Solpak Pacific Construction Company. Upon information and belief, thus far in 2009 and 2010, Hensel Phelps has been awarded approximately \$433 million in federal government contracts.

The chairman and CEO of Hensel Phelps is Jerry L. Morgensen. See attached Exhibit H. Morgensen is a resident of Greeley, CO, and is, upon information and belief, a member of the finance or fundraising committee of the Buck Committee. In addition, Morgensen is a director and owner of Cache Bank and Trust, 4601 W. 20<sup>th</sup> Street, Greeley, CO. See attached Exhibit H. After leaving the Colorado United States Attorney's office in about 2002, Buck worked for approximately two years for Hensel Phelps and for Morgensen in Greeley, CO.

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In about March 2009, as Buck was considering his candidacy for the U.S. Senate, Buck interviewed prospective campaign consultants. During these interviews, Buck informed prospective campaign consultants and others that his friend Morgensen was prepared to spend up to \$1 million on Buck's anticipated U.S. Senate campaign, presumably as an independent expenditure. Morgensen, who accompanied Buck to some of these interviews, confirmed that he was planning to "invest" one million dollars or more in Buck's Senate campaign.

Since announcing his campaign for the U.S. Senate, and according to the attached FEC reports, Morgensen and other direct employees of Hensel Phelps and their direct family members have contributed a total of \$146,600 to Buck and/or to the Buck Committee. See Quarterly Reports, available at <http://www.fec.gov/disclosure/?C00461368>. These total campaign contributions from Morgensen and/or employees of Hensel Phelps and their direct family members constitute nearly one-fourth of the total campaign contributions received by Buck and the Buck Committee through March 31, 2010.

Upon information and belief, Buck has advised Morgensen and other potential Buck donors who are financially able to contribute more than the maximum allowable contribution of \$2,400 to make excess contributions to Declaration Alliance in care of John Hoteling. In February and March 2010, intending to benefit Buck and the Buck Committee, Declaration Alliance, with the involvement of John Hoteling, and using funds funneled to Declaration Alliance by Hensel Phelps and/or Morgensen and/or other individuals who have contributed in excess of the maximum allowable contribution limit of \$2,400 per individual, received and spent just over \$158,000 on a television ad campaign attacking one of Buck's potential primary opponents. See attached Exhibit I.

Just before that, in January 2010, intending to benefit Buck and the Buck Committee and, upon information and belief, with the involvement of John Hoteling, Campaign for Liberty used funds funneled to it by Hensel Phelps and/or Morgensen and/or other individuals who have contributed in excess of the maximum allowable contribution limit of \$2,400 per individual to spend approximately \$329,000 on a television ad campaign attacking one of Buck's potential primary opponents. See attached Exhibit J.

In the last few months, Hensel Phelps and/or Morgensen and/or other individuals, intending to benefit Buck, upon instructions from Buck, have made additional contributions in excess of the maximum allowable contribution limit of \$2,400 to AJS. Upon information and belief, these contributions in excess of allowable contributions limits were funneled to AJS upon instructions from John Hoteling.

In April 2010, intending to benefit Buck and the Buck Committee, AJS, using funds funneled to it by Hensel Phelps and/or Morgensen and/or other individuals who have contributed in excess of the maximum allowable contribution limit of \$2,400, received and spent at least \$294,000 on a television ad campaign and promotional campaign literature promoting Buck for the U.S. Senate.

According to an article in the April 13, 2010, edition of The Denver Post, Buck's U.S. Senate campaign manager, Walt Klein, announced that AJS had "taken more than \$300,000 in

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[television] ads out to support Republican Senate hopeful Ken Buck," and that "[t]he pro-Buck ads should start running on most Denver network stations, in Colorado Springs and in Grand Junction this week through April 23." See attached Exhibit K, which also is available at <http://blogs.denverpost.com/thrust/2010/04/13/virginia-based-political-group-touts-pro-buck-ads/>. The AJS television ad touts Buck as a conservative candidate for the U.S. Senate who will fight to control federal government spending. The AJS television ad also encourages viewers to call Buck and tell him to keep fighting for taxpayers who have had it with federal government spending. The television ad may be viewed at: <http://www.youtube.com/user/ajssavejobs#p/a/u/0/9b5bSxL6DR4>. Clearly, Mr. Klein had advance knowledge and information about this AJS television ad buy, thus demonstrating an improper coordinated expenditure by AJS.

All told, the three groups—Declaration Alliance, Campaign for Liberty and AJS—spent upwards of \$781,000, that is, over three-quarters of a million dollars, on ad buys intended to benefit Buck and the Buck Committee.

According to the Buck Committee's March 31, 2010, FEC report, on March 30, 2010, Buck loaned the Buck Committee \$100,000 to advance his campaign for the U.S. Senate. See April 2010 Quarterly Report, available at <http://images.nictusa.com/cgi-bin/fecimg/?C00461368>. According to Weld County, CO, records, on November 4, 2009, Buck and his spouse, Mrs. Buck, borrowed \$120,000 from Cache Bank and Trust, Greeley, CO, the bank owned by Morgensen. This \$120,000 loan was secured by a deed of trust on the Greeley Townhouse jointly owned by Buck and Mrs. Buck. In that the most recent assessment of the value of this real property by the Weld County Assessor was \$167,852, the loan to Buck and his spouse by Morgensen's bank represented 71.5 percent of the value of the real property. This loan by Morgensen and his bank, Cache Bank and Trust, Greeley, CO, constitutes an additional improper contribution in excess of permissible FEC limits by a corporation, to wit: Cache Bank and Trust and/or an individual, to wit: Morgensen and/or Mrs. Buck.

As is clear from the foregoing, the Declaration Alliance, Campaign for Liberty and AJS television ad buys made for the benefit of Buck and the Buck Committee and the AJS campaign literature promoting Buck for Senate mailed to Colorado citizens were financed, upon information and belief, by Morgensen, Hensel Phelps, other contributors, Cache Bank and Trust, Greeley, CO, and/or Mrs. Buck to the extent of her joint ownership interest in the Greeley Townhouse. See attached Exhibit L. As such, these contributions constitute contributions in excess of the permissible FEC limits, impermissible coordinated campaign expenditures and prohibited corporate contributions by a major federal government contractor and/or a regulated banking institution.

## II. Relevant Law

A public communication is "a communication by means of any broadcast, cable or satellite communication . . . to the general public, or any other form of general public political advertising." 11 C.F.R. § 100.26. When an organization pays for a public communication that is coordinated with a candidate, as opposed to an independent expenditure, the communication is considered an in-kind contribution to that candidate and is subject to the Act's contribution

limits, prohibitions and reporting requirements. See 2 U.S.C. § 441a(a)(7)(B)(i); 11 C.F.R. § 109.22. Therefore, only permissible sources may make coordinated communications. 11 C.F.R. § 109.22. Communications are "coordinated" if "made in cooperation, consultation or concert with, or at the request or suggestion of, a candidate, a candidate's authorized committee, or a political party committee." 11 C.F.R. § 109.20; see 2 U.S.C. § 441a(a)(7)(B)(i).

Corporations are prohibited from making contributions to candidates for federal office, and may not pay for communications coordinated with a candidate. 2 U.S.C. § 441b(a); 11 C.F.R. §§ 114.2(b), 109.22. Government contractors likewise are prohibited from making contributions to federal candidates and, by extension, from paying for coordinated communications. 2 U.S.C. § 441c(a); 11 C.F.R. §§ 115.2(a), 109.22. Individuals who are not otherwise prohibited from making contributions may contribute up to—but not more than—\$2,400 per election. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. §§ 110(a), 110(b)(1).

Contributions include in-kind contributions of "anything of value," and the provision of goods or services for less "the usual and normal charge for such goods and services" results in a contribution and, in the case of a corporation, a prohibited contribution. 2 U.S.C. §§ 431(8)(A)(i), 441b(b)(2); 11 C.F.R. §§ 100.52(a), 100.52(d), 114.2(b)(1). A commercial transaction, such as the making of a loan, is permissible only if it is "commercially reasonable" in the loan was made "in exchange for bargained for consideration of equal value." Advisory Op. 2006-34.

As noted above, expenditures for coordinated communications are contributions subject to the Act's reporting requirements and must be reported by a political committee. See 2 U.S.C. § 441a(a)(7)(B)(i), 434; 11 C.F.R. § 109.20, 104.2.

Coordinated communications paid for by corporations or government contractors are impermissible in-kind contributions under the Act and may not be accepted by a political committee. 2 U.S.C. §§ 441b(a), 441c(a); 11 C.F.R. §§ 114.2(b), 115.2(a), 109.22. Knowing acceptance of an impermissible contribution by a political committee, or by an "officer or employee of a political committee," is a violation of the Act. 2 U.S.C. § 441a(f).

### III. Legal Analysis

The advertisements purchased and run by Declaration Alliance, Campaign for Liberty and AJS are impermissible coordinated communications. According to Buck's campaign manager, who clearly had advance knowledge of the AJS ad buys, the AJS television ads ran on "most Denver network stations, in Colorado Springs and in Grand Junction," Colorado. See Attachment K. Thus, the ads are "broadcast" communications, which are "communications" under the Commission's regulations.

The advertisements are coordinated communications because of the apparent cooperation between Declaration Alliance, Campaign for Liberty and/or AJS and Morganstein and/or Henati Phelps and/or Mr. Buck and/or other undisclosed contributors, on the one hand, and Buck and the Buck Committee, on the other. The statement of Buck's campaign manager in The Denver Post article indicates that both Buck and the Buck Committee had prior knowledge of the AJS ad

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buy, and that the AJS ad buy would benefit Buck and the Buck Committee. See attached Exhibit K. Moreover, Buck's campaign manager Mr. Klein had details concerning the AJS television ads, such as the amount of the ad buy, where and when the AJS television ads would be run, and the duration of the AJS television ad buy. See attached Exhibit K. This is the sort of information that could only have come from those purchasing and running the ads, namely AJS and/or Morgensen and/or Hensel Phelps and/or Mrs. Buck and/or other undisclosed contributors. Thus, the Declaration Alliance and AJS ad buys were "made in cooperation, consultation or concert with" Buck and the Buck Committee, and the ads are coordinated communications under the Act and the Commission's regulations.

As a result, expenditures by Declaration Alliance, Campaign for Liberty, AJS, Morgensen, Hensel Phelps, Mrs. Buck, and/or other undisclosed contributors constitute impermissible in-kind contributions to Buck and the Buck Committee and, in all probability, prohibited corporate contributions by a major federal government contractor and/or a regulated banking institution for the benefit of Buck and the Buck Committee. Because the Declaration Alliance, Campaign for Liberty and AJS ads were coordinated with Buck and the Buck Committee, and were not independent expenditures, the expenditures for the Declaration Alliance, Campaign for Liberty and AJS ads were in-kind contributions to Buck and the Buck Committee. The Declaration Alliance, Campaign for Liberty and AJS ads were paid for by Declaration Alliance, Campaign for Liberty, AJS, Morgensen, Hensel Phelps, Cache Bank and Trust and/or Mrs. Buck. As corporations, Declaration Alliance, Campaign for Liberty, AJS, Hensel Phelps and Cache Bank and Trust are prohibited from making contributions to federal election campaigns. Hensel Phelps is further prohibited from making such contributions owing to its status as a federal government contractor. By accepting these in-kind contributions, Buck and the Buck Committee have improperly and with knowledge accepted and benefited from campaign contributions that are prohibited by the Act and Commission regulations.

#### IV. Conclusion


Based upon the foregoing facts, Buck, the Buck Committee, Declaration Alliance, Campaign for Liberty, AJS, Morgensen, Hensel Phelps, Cache Bank and Trust and/or Mrs. Buck have violated the Federal Election Campaign Act of 1971, as amended, and the Federal Election Commission regulations. Accordingly, we respectfully request that the Commission immediately issue an appropriate cease and desist order, grant injunctive relief, and initiate an investigation into the foregoing federal campaign contribution violations and impose the maximum penalty allowable under the law.

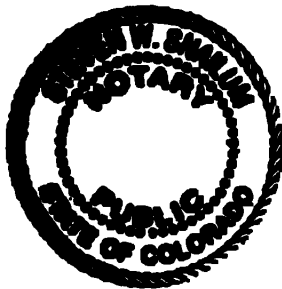
The foregoing is correct and accurate to the best of my knowledge, information and belief.

Respectfully submitted,

  
Charles R. Grice, Jr.

Sworn to and subscribed to me this 18<sup>th</sup> day of May, 2010

  
\_\_\_\_\_  
Notary Public



My Commission Expires: 1/23/2011

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## **EXHIBIT A**



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THIS DEED is made by Kenneth R. Dink, as Personal Representative of the Estate of Ruth L. Dink, wife of Ralph Loren Dink, wife of Ruth Dink, wife of Ruth Minner Dink; deceased; Grantor; to Kenneth R. Dink and Mary L. Dink, Grantees, in Joint Tenancy, whose legal address is 4425 34th Avenue, Greeley, of the County of Weld, State of Colorado 80634.

**NOW, THEREFORE,** I demand to the process ordered upon Gaster by the Colorado Probate Court, Gaster immediately sell said conveyance upon Gaster, in full payment, without warranty of title and without warranty as to the condition of the property, for and in consideration of The Dallas (HISCO) and other good and valuable consideration, the following described and property, including Gaster's interest, if any, in any vested, absolute, or other estate or any part thereof in the subject real property, situate in the County of Weld, State of Colorado:

also known by street and number or  
owner's initials or your address

**As used herein, the singular includes the plural and the plural the singular.**

Harold R. Buck  
Harold R. Buck, Personal Representative of the  
Estate of Ruth L. Buck, with Ruth Louise Buck,  
with Ruth Buck, with Ruth Eleanor Buck,  
Plaintiffs

The foregoing statement was acknowledged before me on the 20 day of December, 2006, by Kenneth L. Book, as Personal Representative of the Estate of Jack L. Book, wife Ruth Loren Book, child Ruth Book, child Ruth Margaret Book, Deceased.

[illegible]

Recorded in Weld County, CO Doc #: 388844  
01/08/2009 04:14 P Receipt #: 1283380  
Page: 2 of 2 Total Fee: \$77.00  
Steve Moreno, Clerk and Recorder

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot Twenty-one (21), THE VILLAGE AT RITTERSWHEAT, a subdivision of the City of Greeley, County of Weld, State of Colorado, according to the map recorded April 14, 1983 in Book 988 under Reception No. 150207, Weld County Records, being a Planned Unit Development of "D", Northwest North-Vermilion and Sweet Dedication, and according to Declaration of Covenants, Conditions and Restrictions recorded May 4, 1983 in Book 988 under Reception No. 150208, Weld County Records, Covenants recorded November 21, 1983 in Book 1019 under Reception No. 154777, Weld County Records, and First Technical Amendment recorded June 24, 1984 in Book 1024 under Reception No. 157188, Weld County Records, and Second Technical Amendment recorded October 3, 1984 in Book 1045 under Reception No. 158214, Weld County Records, and subject to the terms, conditions and obligations of said declaration and any applicable supplement thereto.

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After recording, please return to:  
ArchTrust Bank, Trust Documents Department  
[Phone]

[Address]  
221 Chester Ave, Suite 200, Mail Code 4020-0201  
[Street Address]  
Cleveland, Ohio 44114-0201  
[City, State Zip Code]

Open Above This Line For Recording Data

Loan Number: 402002

MPN: 0016000000000001

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 11, 12, 13, 20 and 21. Contradictions regarding the usage of words used in this document are also provided in Section 24.

- (A) "Security Instrument" means this document, which is dated November 3, 2009, together with all Addenda to this document.
- (B) "Borrower" is Kenneth R. Bock, Michael Ming Perry L. Bock, Michael Watson. Borrower is the counterparty to this Security Instrument.
- (C) "Lender" is ArchTrust Bank. Lender is a Federal Savings Bank organized and existing under the laws of The United States of America. Lender's address is 2001 East 93rd Street Suite 200, Cleveland, OH 44124.
- (D) "Trustee" is the Public Trustee of Weld County, Colorado.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 200, New York, NY 10038, tel. (212) 493-1600.
- (F) "Note" means the promissory note signed by Borrower and dated November 3, 2009. The Note states that Borrower owes Lender One Hundred Twenty Thousand and 00/100ths Dollars (\$120,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than December 1, 2019.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

Clerk of Court - Weld County - Clerk Michael L. Bock, Clerk and Recorder  
2009 Notarized  
The County Clerk, Inc.  
www.weldclerk.com

Form 000100

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(3) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(4) "Mortgage" means all MORTGAGES to this Security Instrument that are created by Borrower. The following MORTGAGES are to be recorded by Borrower (check box as applicable):

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate MORTGAGE | <input type="checkbox"/> Construction MORTGAGE            | <input type="checkbox"/> Second Home MORTGAGE     |
| <input type="checkbox"/> Reverse MORTGAGE         | <input type="checkbox"/> Home Equity Development MORTGAGE | <input type="checkbox"/> Reverse Payment MORTGAGE |
| <input type="checkbox"/> 1-4 Family MORTGAGE      | <input type="checkbox"/> Reverse MORTGAGE                 |   |
| <input type="checkbox"/> Other (Specify):         |   |   |

(5) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-applicable judicial opinions.

(6) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or other organization.

(7) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic transfer, telephone instrument, computer, or magnetic tape as to its origin, delivery, or collection. It includes a financial institution's debit or credit to an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(8) "Borrower's Name" means the name that is described in Section 1.

(9) "Borrower's Payments" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) consequences in law of condemnation; or (iv) misrepresentation of, or omission as to, the value under conditions of the Property.

(10) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(11) "Monthly Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(12) "NINJA" means the Real Estate Settlement Procedures Act (12 U.S.C. (2001 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 1024), or any rule or standard then in effect, or any subsequent or successor regulation or standard that governs the same subject matter. As used in this Security Instrument, "NINJA" refers to all requirements and conditions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

### TRAINING OF PERSONNEL IN THE PROJECT

County	of	WMA
[Type or Numbering Jurisdiction]		[Name or Numbering Jurisdiction]

which currently has the address of 2900 W 24th St, Apt

Grading, [City] Colorado 80834 [Zip Code] ("Respectful Address")

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and then the laws for the conservation thereof due and payable.

**THE SECURITY INSTRUMENT** contains neither covenants for past nor present use and non-use, nor covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal, Interest, Borrower Fees, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay fees for Borrower Fees pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; borrower's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, institutionally, or jointly; or (d) National Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to enforce such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No effect or claim which Borrower might have or is in the future against Lender shall affect Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements created by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charges due, the payment may be applied to the delinquent payment and the late charges. If more than one Periodic Payment is delinquent, Lender may apply any payment received from Borrower to the payment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any amount exists after the payment is applied to the full payment of one or more Periodic Payments, such amount may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, borrower payments, or other amounts towards to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Borrower Fees.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, with the Note is paid in full, a sum (the "Borrower Fee") to provide for payment of amounts due for: (a) taxes and assessments and other taxes which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) insurance payments or gross costs on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 4; and (d) mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of mortgage insurance premiums in accordance with the provisions of Section 20. These items are called "Borrower Fees." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be covered by Borrower.

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and each day, fees and assessments shall be on Borrower. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Borrower when Lender notifies Borrower's obligation to pay the Funds for any or all Borrower. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Borrower at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly when and where possible, the amounts due for any Borrower from the which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, on the phrase "covenant and agreement" is used in Section 3. If Borrower is obligated to pay Borrower directly pursuant to a waiver, and Borrower fails to pay the amount due for an Borrower, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may exercise the waiver at its any or all Borrower times at any time by a notice given in accordance with Section 15 and, upon such notification, Borrower shall pay to Lender all Funds, and in such amount, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an account (a) sufficient to permit Lender to apply the Funds at the time specified under XENNA, and (b) not to exceed the maximum amount a Lender can require under XENNA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Borrower or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Reserve Bank. Lender shall apply the Funds to pay the Borrower then on later than the time specified under XENNA. Lender shall not charge Borrower for holding and applying the Funds, normally including the correct amount, or verifying the Borrower, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by XENNA.

If there is a surplus of Funds held in excess, as defined under XENNA, Lender shall account to Borrower for the excess Funds in accordance with XENNA. If there is a shortage of Funds held in excess, as defined under XENNA, Lender shall notify Borrower as required by XENNA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with XENNA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in excess, as defined under XENNA, Lender shall notify Borrower as required by XENNA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with XENNA, but in no more than 12 monthly payments.

Upon payment in full of all sums owed by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges.** Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which are either, jointly over this Security Instrument, installment payments or passed onto on the Property, if any, and Community Association Fees, Fees, and Assessments, if any. To the extent that these items are Borrower, Borrower shall pay them in the manner provided in Section 1.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) cures the lien in good faith by, or default against enforcement of the lien by, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) assigns them

Electronic Transfer of Funds—Single Party—Single Borrower with this Security Instrument

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the holder of the Lien as a condition precedent to Lender's releasing the Lien to this Security Instrument. If Lender determines that any part of the Property is subject to a Lien which can claim priority over this Security Instrument, Lender may give Borrower a notice identifying the Lien. Within 30 days of the date on which that notice is given, Borrower shall satisfy the Lien or take any action of the nature set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a and obtain the verification under reporting services used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning and theft, for which Lender requires insurance. This insurance shall be maintained in the amount (including deductible limit) and for the periods that Lender requires. When Lender requires payment to the preceding expenses are charged during the term of the Loan. The insurance under providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for final loss determination, certification and tracking services; or (b) a one-time charge for final loss determination and certification services and subsequent charges such as reworkings or similar charges which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fee imposed by the Federal Housing Management Agency in connection with the review of any final loss determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may elect to obtain coverage, at Lender's option and Borrower's expense. Lender's underwriting obligation to provide any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, loss or liability not which provide greater or better coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage as obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the then rate then in effect at the date of disbursement and shall be payable, with each interest, upon notice from Lender to Borrower regarding payment.

All insurance policies required by Lender and amounts of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and secured certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and covered notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Not for public collection, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If

Colorado Real Estate—Single Family—Standard Residential Loan, Uniform Instrument

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Steve Morris, Clerk and Recorder

the protection or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the amount caused by this Security Instrument, whether or not then due, with the amount, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and with any available insurance claims and related actions. If Borrower does not respond within 30 days to a notice from Lender that the insurance under has failed to make a claim, then Lender may negotiate and make the claim. The 30-day period will begin when the notice is given. In either event, or if Lender abandons the Property under Section 23 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Compassion.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 90 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control.

7. **Interference, Nuisance and Protection of the Property Interests.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or damaging in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for applying or retaining the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of repair or restoration.

Lender or its agent may make reasonable entries upon and inspection of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to protect the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property under rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure, for enforcement of a lien which may attach priority over this Security Instrument or to enforce lien or judgment), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting under recording the value of the Property, and causing similar updating the Property. Lender's actions can include, but are not limited to: (a) paying any taxes caused by a lien which has priority over this Security Instrument; (b) appearing in court; and

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(4) paying reasonable attorney's fees to protect its interest in the Property under rights under this Security Instrument, including its interest in a bankruptcy proceeding. During the Property Insurer, but is not limited to, causing the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender has no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower owed by the Security Instrument. These amounts shall bear interest at the Prime rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower regarding payment.

If the Security Instrument is on a loanhold, Borrower shall comply with all the provisions of the loan. If Borrower requires the title to the Property, the loanhold and the fee title shall not merge unless Lender agrees to the merger in writing.

22. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for the Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain those payments as a non-refundable loan reserve in lieu of Mortgage Insurance. Such loan reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loan reserve. Lender can no longer accept loan reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender required) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for the Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for the Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loan reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 22 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance releases Lender (or any entity that purchases the Note) the entire loan if any loan if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance entities have their total debt on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are subsidiary to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any predecessor of the Note, another lender, any servicer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender

take a share of the borrower's debt in exchange for a share of the proceeds paid to the borrower, the arrangement is often termed "equity participation." Section

(4) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(5) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain discounts, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, or to receive a refund of any Mortgage Insurance premiums that were assigned at the time of such cancellation or termination.

21. Assignment of Miscellaneous Insurance Premiums. All Miscellaneous Premiums are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Premiums shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Premiums until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Premiums, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Premiums. If the restoration or repair is not economically feasible or Lender's security would be impaired, the Miscellaneous Premiums shall be applied to the sums covered by this Security Instrument, whether or not then due, with the interest, if any, paid to Borrower. Such Miscellaneous Premiums shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Premiums shall be applied to the sums covered by this Security Instrument, whether or not then due, with the interest, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums covered by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums covered by this Security Instrument shall be reduced by the amount of the Miscellaneous Premiums multiplied by the following fraction: (a) the total amount of the sums covered immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums covered immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Premiums shall be applied to the sums covered by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Premiums either to restoration or repair of the Property or to the sums covered by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owns Borrower Miscellaneous Premiums or the party against whom Borrower has a right of action in regard to Miscellaneous Premiums.

Certain Part of Trust - Single Party - Single Trust with the same instrument

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20. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, would result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if satisfaction has occurred, release as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, prohibits forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Payments that are not applied to satisfaction or repair of the Property shall be applied in the order provided for in Section 2.

21. Borrower Not Released; Performance By Lender Not a Waiver. Satisfaction of the duty for payment or satisfaction of satisfaction of the sums owed by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to release or extend time for payment or otherwise modify satisfaction of the sums owed by this Security Instrument by reason of any default made by the original Borrower or any Successor in Interest of Borrower. Any Successor by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third parties, either or Successor in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver or operate to constitute the exercise of any right or remedy.

22. Joint and Several Liability. Co-signers, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Successor who co-signs this Security Instrument but does not execute the Note is a "co-signer". (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums owed by this Security Instrument; and (c) agrees that Lender and any other Successor can agree to extend, modify, release or make any accommodations with regard to the sums of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 14, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument is willing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

23. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by crediting the principal owed under the Note or by making a direct payment to Borrower. If a refund advance principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's

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receipts of any such relief made by first payment to Borrower will constitute a waiver of any right of notice Borrower might have arising out of such overdrafts.

14. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if not his proper name. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any supplements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract as to which law to apply, but such choice shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Plans conflict with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Plans which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding words of either gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. **Borrower's Copy.** Borrower shall be given one copy of the Plans and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** Arrived in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed for deed, contract for deed, installment sales contract or similar agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

Not or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Revoke After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the outset of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Plans as if no acceleration had occurred; (ii) cures any

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defect of any other documents or agreements; (4) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (5) taking such action as Lender may reasonably require to ensure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unimpaired. Lender may require that Borrower pay such reimbursement costs and expenses in one or more of the following forms, as estimated by Lender: (a) cash; (b) money order; (c) certified check; bank check; borrower's check; or creditor's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, independently or jointly; or (d) Electronic Funds Transfer. Upon reimbursement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reimburse shall not apply in the case of acceleration under Section 11.

24. **Rule of Priority Change of Loan Servicing Notice of Obligation.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer mentioned in a rule of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information which applies in connection with a notice of transfer of servicing. If the Note is sold and transferred the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligation to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and be not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Whether Borrower or Lender may commence, join, or be joined to any judicial action (in either an individual capacity or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such time as Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 13) of such alleged breach and afforded the other party twenty (20) calendar days after the giving of notification to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of notification and opportunity to cure given to Borrower pursuant to Section 23 and the notice of notification given to Borrower pursuant to Section 25 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 24.

25. **Unlawful Setbacks.** As used in this Section 25: (a) "Unlawful Setbacks" are those setbacks defined as loans or loan-related activities, activities, or events by Applicable Law and the following setbacks: penalties, foreclosures, other foreclosures or loan protection products, loan penalties and liabilities, vehicle seizures, repossessions, repossessions or foreclosures, and violations including (b) "Unlawful Law" means Federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Unlawful Change" includes any express action, amended action, or amended action, as defined in Applicable Law; and (d) an "Unlawful Condition" means a condition that can cause, contribute to, or otherwise trigger an Unlawful Change.

Borrower shall not cause or permit the presence, use, disposal, change, or release of any Unlawful Setback, or failure to remove any Unlawful Setback, as or in the Property. Borrower shall not do, or cause anyone else to do, anything affecting the Property (a) that is in violation of any Unlawful Law, (b) which causes an Unlawful Condition, or (c) which, due to its presence, use, or release of a Unlawful Setback, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to

the purchase, use, or change on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (4) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge, (5) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substances, and (6) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower knows, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-COMPLIANCE COVENANTS.** Borrower and Lender shall covenant and agree as follows:

20. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 21 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the debt secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to substitute other consideration and the right to assert in the foreclosure proceedings the non-occurrence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may exercise the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 20, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender exercises the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall send a copy of the notice to Borrower as provided in Section 20. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons permitted by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The certificate in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any sums to the person or persons legally entitled to it.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall prepare for Trustee, duly executed, all notes evidencing debt

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Recorded in Weld County, CO Doc Id: 3857882  
11/04/2009 04:15 P Receipt#: 7-638709  
Page 14 of 21 Total Fee: \$108.00  
Steve Morano, Clerk and Recorder

acted by this Security Instrument. Deeds shall release this Security Instrument without further inquiry or liability. Deedowner shall pay any recording costs and the existing Trustee's Fee.

24. Waiver of Homestead. Deedowner waives all right of homestead exemption in the Property.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Colorado Deed of Trust dated November 3, 2009 between Kenneth R. Bush, Married Man; Perry L. Bush, Married Woman, Authorized Natural Heirs of Weld County.

BY SIGNING BELOW, Deedowner accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Deedowner and recorded with it.

Kenneth R. Bush  
Kenneth R. Bush

(Sd)  
Deedowner

Perry L. Bush  
Perry L. Bush

(Sd)  
Deedowner

\_\_\_\_\_  
(Sd)  
Deedowner

\_\_\_\_\_  
(Sd)  
Deedowner

#### ACKNOWLEDGMENT

State of CO

County of Weld

The foregoing instrument was acknowledged before me this  
Kenneth R. Bush and Perry L. Bush.

11-3-09

by



(Sd)  
By Commission Expires July 6, 2011

Robert Doughty  
Robert Doughty  
Notary Public  
Title of Office

Notary Public, State of Colorado



eRecorded in Weld County, CO Doc Id: 3657662  
11/04/2008 04:15 P Receipt#: 7438708  
Page: 15 of 21 Total Fee: \$106.00  
Steve Moreau, Clerk and Recorder

### LEGAL DESCRIPTION

LOT 21, THE VILLAGE AT BITTERSWEET, A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, ACCORDING TO THE MAP RECORDED APRIL 14, 1983 IN BOOK 883 UNDER RECEPTION NO. 182884, WELD COUNTY, COLORADO RECORDS, BEING A PLANNED UNIT DEVELOPMENT OF TRACT "C", BITTERSWEET NORTH VACATION AND STREET DEDICATION, AND ACCORDING TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 4, 1983 IN BOOK 885 UNDER RECEPTION NO. 182883, WELD COUNTY RECORDS, CORRECTION RECORDED NOVEMBER 20, 1983 IN BOOK 1023 UNDER RECEPTION NO. 185777, WELD COUNTY RECORDS, AND FIRST TERMINAL AMENDMENT RECORDED JUNE 24, 1984 IN BOOK 1034 UNDER RECEPTION NO. 187108, WELD COUNTY RECORDS, AND SECOND TERMINAL AMENDMENT RECORDED OCTOBER 5, 1984 IN BOOK 1045 UNDER RECEPTION NO. 1884214, WELD COUNTY RECORDS, AND SUBJECT TO THE TERMS, CONDITIONS AND OBLIGATIONS OF SAID DECLARATION AND ANY APPLICABLE SUPPLEMENT THERETO.

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Recorded in Weld County, CO Doc Id: 3057082  
11/04/2008 04:15 P Receipt#: 7488708  
Page: 18 of 21 Total Fee: \$108.00  
Steve Morero, Clerk and Recorder

Loan Number 4000019  
NOTE 2014200004000001

### 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 3rd day of November, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FirstTrust Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2800 W 22nd St, #21, Greeley, CO 80634  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and parts of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire protection and extinguishing apparatus, security and access control apparatus, plumbing, built ins, water fixtures, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, vacuum, dryers, ovens, steam whistles, steam chests, presses, blenders, clocks, watches and watches sets, electrical systems, cabinets, paneling and attached floor coverings, all of which, including appliances and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (for the household units if the Security Instrument is on a household) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. THE COVENANTS, COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or create a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LEND.** Except as provided by Federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Witness my hand and the seal of the County of Weld, Colorado, this 11th day of November, 2008.  
Steve Morero, Clerk and Recorder

Recorder's Seal  
Weld County, Colorado  
4000019

11044284177

3. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other insurances provided hereunder as required by Section 5.

4. **BORROWER'S RIGHT TO IMMEDIATE POSSESSION.** Section 19 is deleted.

5. **BORROWER'S OCCURRENCE.** Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

6. **ASSIGNMENT OF RENTS.** Upon Lender's request after default, Borrower shall assign to Lender all Rents of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, amend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 6, the word "rent" shall mean "rental" if the Security Instrument is on a leasehold.

7. **ASSIGNMENT OF RENTS, ASSIGNMENT OF RECEIVABLES, LEASES, IN POSSESSION.** Borrower absolutely and irrevocably assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 28 of the Security Instrument and (ii) Lender has given notice to the tenants that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

8. **Lender gives notice of default to Borrower.** (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, expenses on receiver's behalf, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed in this jurisdiction of and manage the Property and collect the Rents and profits derived from the Property without any delay or to the hindrance of the Property or tenants.

9. **If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any Rents requested by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 2.**

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not pledged, and will not pledge, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or

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Recorded in Weld County, CO Doc Id: 3857682  
11/04/2008 04:15 P Receipt: 7488708  
Page: 18 of 21 Total Fee: \$108.00  
Steve Morris, Clerk and Recorder

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of funds shall not cause or waive any default or constitute any other right or remedy of Lender. This assignment of funds of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

2. CROSS-COLLATERAL PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies provided by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Party Rider.

*Herbert R. Bush* (Print)  
Herbert R. Bush (Print)

*Barry L. Bush* (Print)  
Barry L. Bush (Print)

\_\_\_\_ (Print)  
\_\_\_\_ (Print)

\_\_\_\_ (Print)  
\_\_\_\_ (Print)

*[Sign Original Only]*

Notarize 1-4 Party Rider - Provide Notarize with the 1-4 Party Rider  
- One Countywide Notary, Inc. -  
www.countywide.com

Page 1 of 2

Notarize 1-4 Party Rider - Provide Notarize with the 1-4 Party Rider  
- One Countywide Notary, Inc. -  
www.countywide.com

Loan Number 492229  
MIDR 250128000-000001

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 3rd day of November, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to American Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3800 W 12th St, 8th, Greeley, CO 80634  
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

Village at Hillcrest

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the use, benefit and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Covenants Document. The "Covenants Document" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Covenants Document.

B. **Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance broker, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which

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provide insurance coverage in the amount (including deductible levels), for the period, and against loss by fire, lightning included within the term "extended coverage," and any other losses, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 5 for the Periodic Payment to Lender of the yearly premium for the property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or Master policy.

In the event of a destruction of property insurance proceeds in line of extinction or repair following a loss to the Property, or in common areas and facilities of the FUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the same extent by the Security Instrument, whether trust then due, with the owner, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such action as may be necessary to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Contamination. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any contamination or other taking of all or any part of the Property or the common areas and facilities of the FUD, or for any consequence in line of contamination, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same extent by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partially or completely: (i) the abandonment or termination of the FUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Covenants and Conditions" if the provision is for the express benefit of Lender; (iii) termination of professional management and supervision of self-management of the Owners Association; or (iv) any action which would have the effect of reducing the public liability insurance coverage maintained by the Owners Association acceptable to Lender.

F. Interest. If Borrower does not pay FUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the then rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Kennerly R Buck (Print) Kennerly R Buck (Print)  
Kennerly R Buck Kennerly R Buck

\_\_\_\_\_

**Page Original Only**

Release in Full Pursuant to E.O. 13526, Section 1.4, Dated 08-14-2011  
 Document ID: A66302  
 Page 6 of 2

## WELD COUNTY ASSESSOR PROPERTY PROFILE

Account#: R2046386

Parcel#: 009011123021

Tax Area: 0000  
Acres: 0.144

Bordering County:

Tract/Block Range Section Court, Sec.  
05 - 06 - 11 - 1Subdivision Name Block Lot#  
VILLAGE AT BITTERSWEET - - 21Owner Name & Address  
BUCK KENNETH R  
4425 83 AVE  
GREELEY, CO 80634Property Address  
Street: 3050 W 12 ST 21 GREELEY  
City: GREELEYAdditional Comments  
BUCK PERRY L

Business/Completion

Sale Date  
10/14/1988Sale Price  
\$87,500Sales Summary  
Road TypeSection #  
02150076

## Legal Description

GR V0-21 L21 THE VILLAGE AT BITTERSWEET

Land Valuation Summary					
Land Type	Abct Code	Unit of Measure	Number of Units	Actual Value	Assessed Value
Townhouse	1112	Square Foot	6273		
Land Subtotal:			6273	\$13,361	\$1,670
Building Valuation Summary					
Blgd#	Property Type			Actual Value	Assessed Value
1	Townhouse				
Improvements Subtotal:				\$124,351	\$10,690
Total Property Value				\$137,712	\$12,360

### Building Details

Account#: R2046386

Parcel#: 009011123021

Owner Name & Address  
BUCK KENNETH R  
4425 83 AVE  
GREELEY, CO 80634Property Address  
Street: 3050 W 12 ST 21 GREELEY  
City: GREELEYBuilding #  
1Property Type  
Townhouse

Individual Bldg. As Bldg.



**Identify Results**

Page 2 of 2

Built As:	Townhouse One Story	Year Built:	1988
Exterior:	Frame Masonry Veneer	HVAC:	Central Air to Air
Interior Finish:	Drywall	Built As SQ Ft:	1468
# of Bath:	2	Roof Type:	
# of Bedrooms:	3	Roof Cover:	Composition Shingle
# of Stories:	1		
Rooms:	0	Units:	0
Garage:			
Attached SQ Ft:	440	Detached SQ Ft:	0
Basement:		Finished SQ Ft:	418
Total SQ Ft:	908		

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## **EXHIBIT B**

11044284185

FEC  
FORM 1

STATEMENT OF  
ORGANIZATION

SECRETARY OF THE SENATE

09 DEC 22 AM 10:24  
CEN 100-000

1. NAME OF  
COMMITTEE (in full)



(Check if name  
is changed)

Example: typing type  
over the line.

12 YEARS

Back For Colorado

ADDRESS (number and street)

P.O. Box 101465



(Check if address  
is changed)

DENVER

CO

80250-1465

CITY

STATE

ZIP CODE

COMMITTEE'S E-MAIL ADDRESS (Please provide only one e-mail address)



(Check if address  
is changed)

cheryl@backforcolorado.com

COMMITTEE'S WEB PAGE ADDRESS (URL)



(Check if address  
is changed)

WWW.backforcolorado.com

2. DATE

12/16/2009

3. FED IDENTIFICATION NUMBER

C00411368

4. IS THIS STATEMENT



NEW OR

OR



AMENDED (A)

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Typed Print Name of Treasurer

Cheryl S. Klein

Signature of Treasurer

Cheryl S. Klein

Date

12/16/2009

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this statement to the penalties of 18 U.S.C. § 474.

ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

OFF  
OF

For further information contact:  
Federal Election Commission  
Toll Free 800-424-9530  
Voice 202-693-1100

FEC FORM 1  
(Required Circular)

20020462839

## E. TYPE OF COMMITTEE

## Candidate Committee:

- (a) ☒ This committee is a principal campaign committee. (Complete the candidate information below.)
- (b) ☐ This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate

KEN BUCK

Candidate  
Party Affiliation

REP

Office  
Sought:☐ House☒ Senate☐ President

State

CO

District

- (c) ☐ This committee supports/opposes only one candidate, and is NOT an authorized committee.

Name of Candidate

## Party Committee:

- (a) ☐ This committee is a ☐ (National, State or subsidiary) committee of the ☐ (Democratic, Republican, etc.) Party.

## Political Action Committee (PAC):

- (a) ☐ This committee is a separate segregated fund. (Identify covered organization on line 8.) Its covered organization is:
- ☐ Corporation ☐ Corporation with Capital Stock ☐ Labor Organization
- ☐ Membership Organization ☐ Trade Association ☐ Cooperative
- ☐ In addition, this committee is a Leadership PAC.
- (b) ☐ This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee. (i.e., noncovered committee)
- ☐ In addition, this committee is a Leadership PAC.
- ☐ In addition, this committee is a Leadership PAC. (Identify sponsor on line 8.)

## Joint Fundraising Representative:

- (a) ☐ This committee solicits contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, at least one of which is an authorized committee of a federal candidate.
- (b) ☐ This committee solicits contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, none of which is an authorized committee of a federal candidate.

## Committees Participating in Joint Fundraiser

- |    |  |               |  |
|----|--|---------------|--|
| 1. |  | FEC ID number |  |
| 2. |  | FEC ID number |  |
| 3. |  | FEC ID number |  |
| 4. |  | FEC ID number |  |

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Name or Type Committee Form

**BUCK FOR COLORADO**

6. Name of Any Connected Organization, Affiliated Committee, Joint Fundraising Representation, or Leadership PAC Sponsor

\_\_\_\_\_  
 \_\_\_\_\_

Mailing Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY

STATE

ZIP CODE

Relationship: ☐ Connected Organization ☐ Affiliated Committee ☐ Joint Fundraising Representation ☐ Leadership PAC Sponsor

7. Custodian of Records Identify by name, address (phone number - optional) and position of the person in possession of committee books and records.

Full Name

**CHERYL S. KLEIN**

Mailing Address

**P.O. BOX 101465**

**DENVER**

**CO**

**80250-1465**

Title or Position

CITY

STATE

ZIP CODE

**DEPUTY TREASURER**

Telephone number

**(303)-587-1608**

8. Treasurer: List the name and address (phone number - optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., outside bookkeeper).

Full Name

**KENNETH GALAZAR**

of Treasurer

Mailing Address

**P.O. BOX 101465**

**DENVER**

**CO**

**80250-1465**

Title or Position

CITY

STATE

ZIP CODE

**TREASURER**

Telephone number

**(303)-587-1608**

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20020402341

Full Name of  
Designated  
Agent

CERYL S. KLEIN

Mailing Address

PO BOX 101465

DENVER

CITY

STATE

CO 80250-1465

ZIP CODE

Title or Position

DEPUTY TREASURER

Telephone number

720-387-1603

2. Banks or Other Depositories List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

NORTH BANK AND TRUST

Mailing Address

4601 N 28TH ST

GREENWY

CITY

STATE

CO 80641

ZIP CODE

Name of Bank, Depository, etc.

Mailing Address

CITY

STATE

ZIP CODE

11044284188

28828462842

1104284189

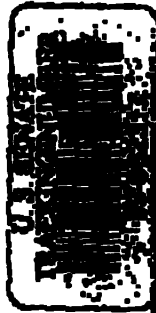
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INSPECTION

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United States Senate  
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SECRETARY

FRANK A. BERRY  
RECEIVED  
New Executive Branch Building  
Room 200  
Washington, DC 20503-7010  
Phone (202) 295-0202

# United States Senate

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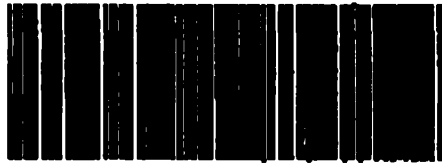
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2002062844



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20025452345



11044284192

## **EXHIBIT C**

**FEC FORM 2**  
**STATEMENT OF CANDIDACY**

SECRETARY OF THE SENATE

09 JUL -8 PM 2: 25

1. (a) Name of Candidate for the <b>Kenneth R. Buck</b>		(b) Is this a change of address? <input type="checkbox"/>		2. (a) Committee or Party Name <b>SNCD000231</b>	
(c) Address (number and street) <b>4425 83rd Ave.</b>		(d) City, State, and ZIP Code <b>Boulder, CO 80534</b>		(e) In this election <input type="checkbox"/> (f) <input checked="" type="checkbox"/> General	
(g) Party Affiliation <b>Republican</b>		(h) Office Sought <b>U.S. Senate</b>		(i) State or District of Political Office <b>Colorado</b>	

**DESIGNATION OF PRINCIPAL CAMPAIGN COMMITTEE**

7. I hereby designate the following named political committee as my Principal Campaign Committee for the 2010 election.  
(year of election)

NOTE: This designation should be filed with the appropriate office listed in the Instructions.

(a) Name of Committee (in full) <b>Buck for Colorado</b>
(b) Address (number and street) <b>PO Box 101465</b>
(c) City, State, and ZIP Code <b>Denver, CO 80250</b>

**DESIGNATION OF OTHER AUTHORIZED COMMITTEES**

(Including Joint Fundraising Organizations)

8. I hereby authorize the following named committee, which is NOT my principal campaign committee, to receive and expend funds on behalf of my campaign.

NOTE: This designation should be filed with the principal campaign committee.

(a) Name of Committee (in full)
(b) Address (number and street)
(c) City, State, and ZIP Code

I certify that I have executed this Statement and to the best of my knowledge and belief it is true, correct and complete.

Signature of Candidate <b>Kenneth R. Buck</b>	Date <b>6/27/09</b>
--	------------------------

NOTE: Submission of this statement or incomplete information may subject the person signing this statement to penalties of S.U.R.E. (2007).

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

FEB-2008 8 page document

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MARGY BRIDGES  
SECRETARY

JANIS L. GUN  
ADMINISTRATIVE  
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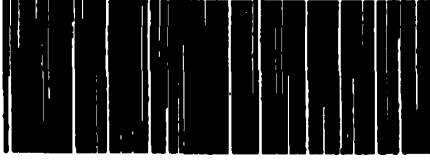
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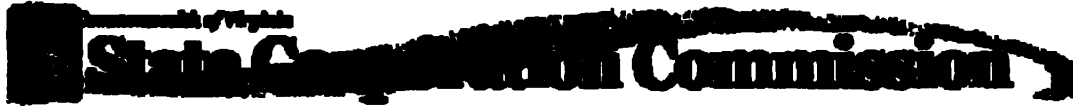
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## **EXHIBIT D**



SEC Home Contact Us

CIS00180

CORPORATE DATA INQUIRY

04/26/10

10:24:54

CORP ID: 0550031 - 9 STATUS: 00 ACTIVE STATUS DATE: 03/31/05  
 CORP NAME: Declaration Alliance

DATE OF CERTIFICATE: 12/05/2000 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: N NON-STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: WILLIAM L CONSTANTINE

STREET: 2400 HALLSGATE CT

AR RYN MAIL:

CITY: RESTON STATE : VA ZIP: 20191  
 R/A STATUS: 2 OFFICER EFF. DATE: 03/31/05 LOC : 129  
 ACCEPTED AR#: 209 89 0104 DATE: 11/25/09 FAIRFAX COUNTY  
 CURRENT AR#: 209 89 0104 DATE: 11/25/09 STATUS: A ASSESSMENT INDICATOR: 0  

YEAR	FEE	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
09	28.00				25.00	CR

(Screen M/Corp\_Data\_Inquiry)



11044284199

## **EXHIBIT E**

# State Corporation Commission

SCE Home Contact Us

C12MD180

CORPORATE DATA INQUIRY

05/12/10

14:16:48

CORP ID: F179564 - 2 STATUS: 00 ACTIVE STATUS DATE: 07/07/09  
 CORP NAME: Campaign For Liberty, Inc, The

DATE OF CERTIFICATE: 07/07/2009 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: DE DELAWARE STOCK INDICATOR: N NON-STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CLEARED FEE: \$0.00 MON NO: MON STATUS: MONITOR FEE:  
 R/A NAME: JOHN TATE

STREET: 6186 OLD FRANCONIA RD STE B

AN RTN MAIL:

CITY: ALEXANDRIA STATE : VA ZIP: 22310  
 R/A STATUS: 2 OFFICER EFF. DATE: 07/07/09 LOC : 200  
 ACCEPTED AR\$ : 000 00 0000 DATE: ALEXANDRIA CITY  
 CURRENT AR\$ : 000 00 0000 DATE: STATUS: ASSESSMENT INDICATOR: 0  

YEAR	FEES	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
10	25.00				25.00	

(Screen Id: Corp\_Data\_Inquiry)

Commonwealth of Virginia  
**State Corporation Commission**

SEC Home Contact Us

CISMS680

REGISTERED AGENT INQUIRY

05/12/10

14:21:19

CORP ID: **P179564** - 2      CORP STATUS: **00 ACTIVE**  
 CORP NAME: **Campaign For Liberty, Inc, The**

**CURRENT REGISTERED AGENT:**

NAME: **JOHN TATE**  
 STREET: **6186 OLD FRANCONIA RD STE B**

CITY: **ALEXANDRIA**      STATE: **VA** ZIP: **22310-0000**  
 STATUS: **2 OFFICER**      EFF DATE: **02/07/09**      LOC: **200 ALEXANDRIA CITY**

**OLD REGISTERED AGENT:**

NAME:  
 STREET:

CITY:      STATE:      ZIP:  
 STATUS:      EFF DATE:      LOC:

(Screen 14:Corp\_Registered\_Agent\_Inquiry)

11044284201

# State Corporation Commission

SCC Home Contact Us

CISM1001 OFFICERS/DIRECTORS AND PRINCIPAL OFFICE

05/12/10  
14:21:44

CORPORATE ID: F179564 2 CURRENT AM# DATE

CORP NAME: Campaign for Liberty, Inc, The

STREET:

CITY:

STATE:

SIP:

DIR REQUIRED: Y

S C

E A

OFFICERS/DIRECTORS DISPLAY FOR AM#

L T

NAME

TITLE

SIGN

B

JESSE BENTON

VICE PRESIDENT

D

RONNIE PAUL

DIRECTOR

(Screen Id/Corp\_Officer\_Director FO\_Inquiry)

11044284202

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## Entity Details

## THIS IS NOT A STATEMENT OF GOOD STANDING

<b>File Number:</b>	4888815	<b>Incorporation Date / Formation Date:</b>	08/03/2006 (mm/dd/yyyy)
<b>Entity Name:</b>	THE CAMPAIGN FOR LIBERTY, INC		
<b>Entity Kind:</b>	CORPORATION	<b>Entity Type:</b>	NON-PROFIT OR RELIGIOUS
<b>Residency:</b>	DOMESTIC	<b>State:</b>	DE

## REGISTERED AGENT INFORMATION

**Name:** REGISTERED AGENTS OF AMERICA, INC.  
**Address:** 1201 ORANGE ST. SUITE 800  
**City:** WILMINGTON **County:** NEW CASTLE  
**State:** DE **Postal Code:** 19801  
**Phone:**

Additional information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

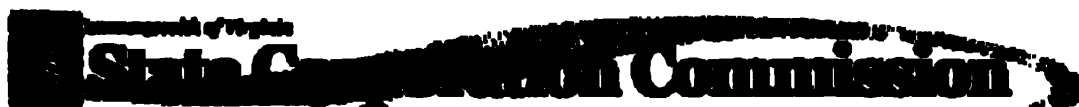
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11044284204

## **EXHIBIT F**



SEC Home Contact Us

CINNO180

CORPORATE DATA INQUIRY

04/26/10

18:24:03

CORP ID: **FL36654** - 3 STATUS: 00 ACTIVE STATUS DATE: 05/12/09  
 CORP NAME: **AMERICANS FOR JOB SECURITY**

DATE OF CERTIFICATE: 11/01/2006 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: DC WASHINGTON, D.C STOCK INDICATOR: N NON-STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 50.00 NON NO: NON STATUS: MONITOR DTE:  
 R/A NAME: CORPORATION SERVICE COMPANY

STREET: 11 S 12TH ST AR RTN MAIL:  
 PO BOX 1463  
 CITY: RICHMOND STATE: VA ZIP: 23218  
 R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 06/12/03 LOC: 216  
 ACCEPTED AR#: 209 40 0019 DATE: 05/12/09 RICHMOND CITY  
 CURRENT AR#: 209 40 0019 DATE: 05/12/09 STATUS: A ASSESSMENT INDICATOR: 0  

YEAR	FEE	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
09	28.00					

(Screen Id: Corp\_Data\_Inquiry)



## Organization Information

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Organization	Registered Agent
<b>Organization Name:</b> AMERICANS FOR JOB SECURITY <b>State:</b> DC <b>Status:</b> ACTIVE <b>Initial Date of Registration:</b> 11/3/1997 <b>File No.:</b> 873803 <b>Organization Type:</b> DOMESTIC NON PROFIT CORPORATION	<b>CORPORATION SERVICE COMPANY</b> 1080 VERMONT AVE., N.W. Washington, DC 20005

For more information, contact the Corporations Division at (202) 443-4400 or Ask the Director.

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John A. Wilson Building  
 1500 Pennsylvania Avenue, NW  
 Washington, DC 20004



11044284207

## **EXHIBIT G**


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## Summary

**ID Number:** 19871483728  
**Name:** HENSEL PHELPS CONSTRUCTION CO.

[Business Status](#)  
[Business Information](#)  
[Business Search](#)

**Registered Agent:** CORPORATION SERVICE COMPANY  
**Registered Agent Street Address:** 1500 Broadway Ste 2000, Denver, CO 80202, United States  
**Registered Agent Mailing Address:**

[Facts, Statutes and Information](#)

**Principal Street Address:** 430 SIXTH AVENUE, GREELEY, CO 80631, United States  
**Principal Mailing Address:** PO BOX 8, GREELEY, CO 80632, United States

**Status:** Good Standing  
**Form:** Foreign Corporation  
**Jurisdiction:** Delaware  
**Formation Date:** 07/01/1982  
**Term of Duration:** Perpetual  
**Annual Report Month:** July

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11044284209

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CLERK OF STATE  
493778

# FOREIGN

## APPLICATION FOR CERTIFICATE OF AUTHORITY

To the Secretary of State  
of the State of Colorado

Pursuant to the provisions of the Colorado Corporation Act, the undersigned corporation hereby applies  
for a Certificate of Authority to transact business in your State, and for that purpose submits the following  
statements:

FIRST: The name of the corporation is **SHELPS, INC.**

SECOND: The state which it claims to use as Colorado is

**SHELPS, INC.**

State is

THIRD: It is incorporated under the laws of **Delaware**

FOURTH: The date of its incorporation is **March 22, 1968** and the period of its  
duration is **perpetual**

FIFTH: The address of its principal office in the state or country under the laws of which it is incorporated  
and is **100 West South Street - Wilmington, Delaware 19801**

Principal place of business in Colorado is **420 Sixth Avenue - P.O. Box 2440  
Greeley, Colorado 80632**

SIXTH: The address of its proposed registered office in Colorado is  
**1700 Broadway - Denver, Colorado 80202** and the name of its proposed registered agent is

Colorado of that address is **THE CORPORATION COMPANY**

SEVENTH: The names and respective addresses of its directors and officers are

**NAME** **OFFICE** **ADDRESS**

**ROBERT C. TOWSON** President & Director **420 Sixth Ave.**

**P.O. Box 2440, Greeley, CO 80632**

**ROBERT A. RUTLE** Vice President/  
Secretary & Director **420 Sixth Ave.**

**P.O. Box 2440, Greeley, CO 80632**

**JAMES M. HENDOCK** Treasurer & Director **420 Sixth Ave.**

**P.O. Box 2440, Greeley, CO 80632**

EIGHTH: The aggregate number of shares which it has authority to issue, limited by class, per value  
of shares, shares without par value, and none, if any, other than a class, is:

Number of  
Shares  
**250,000**  
**1,500,000**

**Class** **Value**  
**A Voting Common Stock** **\$ .20**  
**B Non-voting Common Stock** **\$ .10**

Per Shareholder Share  
of Common Stock  
Shares not subject  
to vote  
**\$ .20**  
**\$ .10**

Application Filing Fee \$1000

Notarized in the presence of

AT WILMINGTON, DELAWARE  
DATE

Number of Shares	Value	Per Value per Share or Fraction thereof
100,000	A Voting Common Stock	\$1.10
100,000	B Non-voting Common Stock	\$1.10

NOTE: This application is accompanied by a copy of its articles of incorporation and all amendments thereto, duly authenticated by the proper state officer of the state or country under the laws of which it is incorporated.

Dated June 22, 1952

By Robert E. Tolson President  
 Name: Robert E. Tolson  
 By Robert E. Tolson Secretary  
 Name: Robert E. Tolson

STATE OF COLORADO  
 COUNTY OF EL PASO

I, Robert E. Tolson

, a citizen of the United States, do hereby certify that on this

22nd day of June, 1952

, I have personally appeared before me, Robert E. Tolson, who, being by me duly sworn, declared that he

is the President of

FULLER, INC.

and that the documents submitted to me are true

President of the corporation.

and that the documents submitted to me are true

In witness whereof I have hereunto set my hand and seal this 22nd day of June, 1952.

A.B. 19.52

My Commission expires April 1, 1953

My commission expires

NOTARY

Name: Robert E. Tolson Notary Public

Address: 1200 15th St., N.W., Washington, D.C.

NOTE: If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.

1. Each corporate name of corporation making the application.
2. Signature and title of officers signing for the corporation.
3. Paragraph describing the nature and character of the corporation.
4. Substantive description.
5. APPLICATION FOR REGISTRATION OF THE STOCK OF THE CORPORATION.
6. If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.
7. If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.
8. If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.
9. If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.
10. If the name of the corporation does not appear on the front of this certificate, it shall be deemed to be the name of the corporation as it appears on the front of the certificate of incorporation filed with the Secretary of State of the state or country of incorporation.

Notary in and for

11044284211



# State of DELAWARE



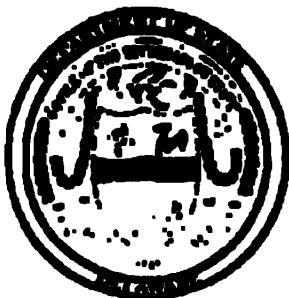
## Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,

do hereby certify that the attached is a true and correct copy of

Certificate of Incorporation

Filed in this office on March 22, 1982



*Glenn C. Kenton*  
Glenn C. Kenton, Secretary of State  
BY: *D. Hyman*  
DATE: June 25, 1982

10/2/57  
**FILED**

**CERTIFICATE OF INCORPORATION**

**OF**

**PHELPS, INC.**

**WV 2: 157**

*Wm. C. Kelly*  
SECRETARY OF STATE

**FIRST:** The name of the corporation is Phelps, Inc.

**SECOND:** The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The nature of the business or purpose to be conducted or promoted is to engage in any lawful act or activities for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** (a) The total number of shares of stock which the corporation shall have authority to issue is 250,000 shares of Class A voting common stock and 1,500,000 shares of Class B non-voting common stock, all having a par value of \$10.

(b) Each stockholder of record shall have one vote for each share of Class A voting common stock standing in his name on the books of the corporation and entitled to vote, except that in the election of directors he shall have the right to vote such number of shares for as many persons as

11044284212

11044284213

there are directors to be elected. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

(c) No stockholder of the corporation shall have any pre-emptive or similar right to subscribe for any additional shares of stock, or for other securities of any class, or for rights, warrants or options to purchase stock or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

FIFTH: The name and mailing address of the incorporator is:

Diane B. Denny  
1700 Broadway, Suite 1800  
Denver, Colorado 80299

SIXTH: The names and mailing addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are elected and have qualified are:

<u>Name</u>	<u>Mailing Address</u>
Joseph F. Phelps	P.O. Box 1831 St. Helena, California 94537
Robert G. Tointon	P.O. Box "O" Greeley, Colorado 80631
Robert A. Rayle	P.O. Box "O" Greeley, Colorado 80631

SEVENTH: The corporation is to have perpetual existence.

**EIGHTH:** Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 278 of Title 8 of the Delaware Code make a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stock-



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holders or class of stockholders, of this corporation, as the same may be, and also on this corporation.

NINTH: Elections of directors need not be by written ballot unless the bylaws of the corporation so provide.

TENTH: The board of directors of the corporation is expressly authorized to make, alter or repeal the bylaws of the corporation.

Dated this 19<sup>th</sup> day of March, 1982.

Diane D. Dainy  
Diane D. Dainy - Incorporator

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER        )

Before me, Cynthia L. Cossette, a Notary Public of Colorado, on the 19<sup>th</sup> day of March, 1982, personally appeared Diane D. Dainy, to me known and known to be the person who signed the foregoing Certificate of Incorporation, who being duly sworn, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed, and that the facts stated therein are true.

Cynthia L. Cossette  
Notary Public

1700 Broadway, Suite 1800  
Denver, Colorado 80290

My commission expires: My Commission Expires 12/31/83

11044284216



# State of DELAWARE



## Office of SECRETARY OF STATE

I, Glenn C. Kinton, Secretary of State of the State of Delaware,  
do hereby certify that **Phelps, Inc.**

is duly incorporated under the laws of the State of Delaware and is in  
good standing and has a legal corporate existence so far as the  
records of this office show, as of the date below shown.



Glenn C. Kinton  
Glenn C. Kinton, Secretary of State

BY: [Signature]

DATE June 25, 1992

11044284217

## **EXHIBIT H**

## BOARD OF TRUSTEES



**JERRY L. MORGENSEN**

Jerry L. Morgensen is chairman and CEO of Hensel Phelps Construction Co., the 24th largest general contractor in the nation and the largest Colorado-based general contractor.

Morgensen has been employed by Hensel Phelps Construction Co. since 1973. He was a project manager until 1978 when he became operations manager responsible for the management of numerous projects. He was elected vice president in June 1980, became president in June 1983, CEO in 1989, and chairman in 2005.

Morgensen graduated from Texas Tech University in 1965 with a bachelor's degree in civil engineering.

In addition to serving on the board of trustees of the University of Northern Colorado, Morgensen is active in many other organizations. He is a member of the Engineering News Record Construction Industry Round Table, the board of directors of Cache Bank of Greeley, the Civil Engineer Academy of Texas Tech University and the Downtown Denver Partnership Board. He also served as president of the Colorado Associated General Contractors in 1990.

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Contact for this Page: [victoria.nico@unco.edu](mailto:victoria.nico@unco.edu) ; Page Last Updated: February 3, 2010  
 Address: [www.unco.edu/Leadership/Board/Trustees/Trustee\\_Morgensen.html](http://www.unco.edu/Leadership/Board/Trustees/Trustee_Morgensen.html)

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Overland, KS 66201  
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(913) 231-2200 Fax

Overland Square  
401 West 10th Street  
Overland, KS 66201  
(913) 231-2200  
(913) 231-2200 Fax

Overland Park Office  
100 North 100th Avenue  
Overland Park, KS 66150  
(913) 231-2200  
(913) 231-2200 Fax

South Park Office  
401 West 10th Street  
Overland Park, KS 66150  
(913) 231-2200  
(913) 231-2200 Fax

Overland Square  
401 West 10th Street  
Overland Park, KS 66150  
(913) 231-2200  
(913) 231-2200 Fax

[www.cachebankandtrust.com](http://www.cachebankandtrust.com)



Cache Bank & Trust's newest location is open at 4045 Ziegler Road in Fort Collins! Come by and visit our beautiful new building - we would love to show you around. The convenient location, which has both a walk-up and a drive through ATM machine, will make your banking fast and easy.



11044284219

11044284220

## **EXHIBIT I**



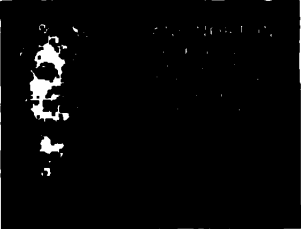





# USSEN/CO DA BIG GOVERNMENT EXCUSES

Brand: DECLARATION ALLIANCE ORG (9329)

Parent: PARENT UNKNOWN

Start: 02/04/2010 - 02/04/2010

Creative ID: 8340888

 <p><b>HIGHER TAXES</b></p> <p>Announcing: Higher taxes, bigger government - that's Jane Norton's record in Colorado.</p>	 <p>But now she's claiming to be a conservative. Fact is, Jane Norton helped pass</p>	 <p>the largest tax increase in Colorado history, costing you</p>
 <p>thousands of dollars. As an appointed bureaucrat, Jane Norton even worked to</p>	 <p>grow the size of government by millions more. Higher taxes,</p>	 <p>bigger government - ask Jane Norton to come clean on her liberal record</p>
 <p>and tell her Coloradans just can't afford any more of her big government excuses.</p>	 <p>JOIN THE DECLARATION ALLIANCE (Web: <a href="http://www.DeclarationAlliance.com">www.DeclarationAlliance.com</a>)</p>	

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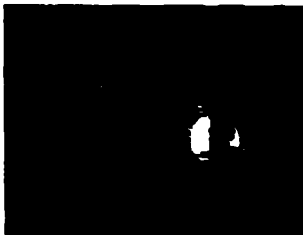






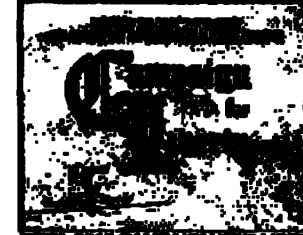
## **EXHIBIT J**



11044284223


## USSEN/CO CFL STEALING LIBERTY

Brand: CAMPAIGN FOR LIBERTY (3323)  
Parent: PARENT UNKNOWN  
Alert: 01/25/2010 - 01/25/2010  
Creative Id: 6220000

 <p>Announce: Career politicians are stealing our liberty and bankrupting our country.</p>	 <p>But Republican U.S. Senate candidate Ken Buck isn't a career politician. He's a tough</p>	 <p>presenter who will take on the DC insiders. Buck's a leader</p>
 <p>in fighting Obama's healthcare takeover, reducing taxes and stopping out-of-control</p>	 <p>government spending. Thank Ken Buck for championing conservative</p>	 <p>Colorado values. Like the other candidates to follow his leadership and</p>
 <p>stand up for freedom by returning their Campaign for Liberty candidate surveys today.</p>	 <p>PFE 2010 CAMPAIGN FOR LIBERTY</p>	

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## **EXHIBIT K**

The Spot — Blogs — The Denver Post

APRIL 13, 2010, 6:35 PM

## Virginia-based political group to run pro-Buck ads

By ALLEEN HENRY | 3 Comments

Americans for Job Security <sup>[1]</sup>, a conservative national political organization, has taken more than \$300,000 in ads out to support Republican Senate hopeful Ken Buck, campaign manager Walt Klebreid Tuesday.

The pro-Buck ads should start running on most Denver network stations, in Colorado Springs and in Grand Junction this week through April 23, Klein said.

The group has ties to the U.S. Chamber of Commerce and was formed in the 1990s in response to big ad buys from the AFL-CIO, according to Source Watch <sup>[2]</sup>. It has a history of running negative ads in election years across the country. In Colorado, the group funded attack ads against then-Democratic U.S. Senate candidate, Ken Salazar, now Interior Secretary, criticizing his state agency's handling of a cyanide spill at the Summitville mine.

The large ad buy this early in the primary linked cynics from both sides of the political spectrum Tuesday. Some see it as a harbinger for a nasty campaign on the GOP side for the contested Senate seat.

Americans for Job Security is a 501 c(6), which doesn't have to provide individual donor lists — something decried among some Democrats and Republicans as a non-transparent way to heavily influence a campaign.

Buck faces Republican front runner Jane Norton in the August primary. Norton's campaign spokesman Matt Stroud said Tuesday that the latest-group ad buy is proof Buck can't raise his own Colorado money.

"Ken Buck has shown absolutely no ability to earn financial support, instead relying on more than \$1.1 million in attack ads bought by out-of-state interest groups," he said in an email. "This is campaign finance abuse at its worse, and Ken Buck's sanction has moved from implied to explicit with his gleeful embrace of 527 cash from Washington special interests."

### More from The Spot

- Buck's new TV ads drive people to call his county phone <sup>[3]</sup>
- Conservative HC Senator threatens Colorado tea party candidate <sup>[4]</sup>
- Jamie Van Leerwen joining Hickenlooper gubernatorial campaign <sup>[5]</sup>
- Tea Partiers looking for parking <sup>[6]</sup>
- Bennet raises record \$1.4M to become CO's Six Million Dollar Man <sup>[7]</sup>

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## The Spot Recommends

- [The cost to taxpayers for Denver's Biennial celebration \(eLetter\)](#)
- [A chance to untangle Colorado's fiscal mess \(eLetter\)](#)
- [Best way to deal with political ads: the mute button \(eLetter\)](#)

Don't miss the **Arkayre**

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ARTICLE PRINTED FROM THE SPOT

<http://blogs.denverpost.com/thespot/2010/04/13/virginia-based-political-group-to-run-pro-buck-ads/>

URLs in this post:

- [1] Americans for Job Security: <http://www.saveajobs.org/home.php>
- [2] Source Watch: <http://www.sourcewatch.org/index.php?title=SourceWatch>
- [3] Buck's new TV ads drive people to call his county phone: [http://blogs.denverpost.com/thespot/2010/04/13/bucks-new-tv-ads-drive-people-to-call-his-county-phone/?source=ARK\\_spot](http://blogs.denverpost.com/thespot/2010/04/13/bucks-new-tv-ads-drive-people-to-call-his-county-phone/?source=ARK_spot)
- [4] Conservative SC Senator to endorse Colorado tea party candidate : [http://blogs.denverpost.com/thespot/2010/04/13/south-carolina-sen-jim-donint-expected-to-endorse-ken-buck-wednesday/?source=ARK\\_spot](http://blogs.denverpost.com/thespot/2010/04/13/south-carolina-sen-jim-donint-expected-to-endorse-ken-buck-wednesday/?source=ARK_spot)
- [5] Jamie Van Leeuwen joining Hickenlooper gubernatorial campaign: [http://blogs.denverpost.com/thespot/2010/04/13/jamie-van-leeuwen-joining-hickenlooper-gubernatorial-campaign/?source=ARK\\_spot](http://blogs.denverpost.com/thespot/2010/04/13/jamie-van-leeuwen-joining-hickenlooper-gubernatorial-campaign/?source=ARK_spot)
- [6] Tea Partiers looking for parking: [http://blogs.denverpost.com/thespot/2010/04/13/tea-partiers-looking-for-parking/?source=ARK\\_spot](http://blogs.denverpost.com/thespot/2010/04/13/tea-partiers-looking-for-parking/?source=ARK_spot)
- [7] Bennet raises record \$1.4M to become CO's Six Million Dollar Man: [http://blogs.denverpost.com/thespot/2010/04/13/bennet-raises-record-1-4m-to-become-co-six-million-dollar-man/?source=ARK\\_spot](http://blogs.denverpost.com/thespot/2010/04/13/bennet-raises-record-1-4m-to-become-co-six-million-dollar-man/?source=ARK_spot)

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## **EXHIBIT L**

April 15th - has come and gone and the

Now they've got your money to  
spend on weapons, and spend us

Thankfully, Ken Buck is fighting back.

Americans for Job Security  
107 South West Street, PMB 551  
Alameda, WA 22316



AMERICANS FOR JOB SECURITY  
107 SOUTH WEST STREET, PMB 551  
ALAMEDA, WA 22316  
TEL: 202-544-0000 FAX: 202-544-0001  
WWW.AJSE.ORG

# Buck:

The spending needs to  
stop, and the cutting  
needs to begin.

We need to ~~change~~ Washington  
by putting a squeeze on spending and  
returning to our first principles of fiscal  
responsibility.

Spending is not the  
answer. The answer is to  
cut the deficit and the  
debt.

