DENVER DOWNTOWN DEVELOPMENT AUTHORITY

A RESOLUTION APPROVING A PETITION FOR INCLUSION AND ASSOCIATED DEVELOPMENT PROJECT

WHEREAS, Denver Downtown Development Authority (the "DDDA") is a body corporate and has been duly created, organized, established and authorized by the City and County of Denver, Colorado (the "City") and the qualified electors of the DDDA to transact business and exercise its powers as a downtown development authority pursuant to Sections 31-25-801, *et seq*, C.R.S. (as may be amended or restated from time to time, the "DDA Act"), Ordinance No. 400, Series of 2008 of the City (as amended from time to time, the "DDDA Creation Ordinance") and that Plan of Development for Denver Union Station dated November 25, 2008, as approved pursuant to City Ordinance No. 723, Series of 2008 (the "Original DUS Plan"); and

WHEREAS, the Board of Directors of the DDDA (the "Board") is authorized pursuant to the Act to have all powers customarily vested in the board of directors of a corporation; and

WHEREAS, additional property may be included into the boundaries of the DDDA, initiated by petition to the Board, and in accordance with the procedures set for in C.R.S. § 31-25-822, as may be amended (the "Inclusion Statute"); and

WHEREAS, the Board has adopted its Resolution of the Board of Directors of the Denver Downtown Development Authority Setting Forth Procedures for the Inclusion of Additional Property on July 18, 2024 (as may be amended or restated from time to time, the "Inclusion Procedures Resolution"), which Inclusion Procedures Resolution sets forth certain procedures by which the Board will consider petitions for inclusion of property submitted for its consideration in accordance with the Inclusion Statute; and

WHEREAS, in accordance with the Inclusion Statute, proceedings for inclusion shall be initiated by petition to the Board, signed by the owner or owners in fee of each parcel of land adjacent to the DDDA sought to be included, and any such petition shall include evidence satisfactory to the Board concerning title to the property and an accurate legal description thereof; and

WHEREAS, pursuant to the Inclusion Statute, if the Board approves such petition, it shall then submit the same to the Denver City Council ("City Council"), as the governing body in and for the City; and

WHEREAS, in accordance with the Inclusion Statute, **[Robert L. Naiman]**, as the **[authorized representative on behalf of record owner in fee 910 Associates, Inc.]** of certain parcels of land located adjacent to the DDDA, submitted to the Board a petition for the inclusion of property into the DDDA, dated **[July 11, 2025]**, for the Board's consideration (all as further described in said petition, the "Petition"), a copy of which is attached hereto as <u>Exhibit A</u>; and

WHEREAS, the Board, having considered the sufficiency of the Petition in accordance with the Inclusion Statute and the Inclusion Procedures Resolution, hereby wishes to approve the

Petition and direct the submission of the Petition to the City Council for its consideration in accordance with the Inclusion Statute; and

WHEREAS, the Original DUS Plan only contemplated the redevelopment of the Denver Union Station Project, as defined therein; and

WHEREAS, on in accordance with City Ordinance No. 1660, Series of 2024, the City Council approved an Amended and Restated Denver Downtown Development Authority Plan of Development (the "Amended Plan") to supplement and expand the scope of contemplated development projects (the "Development Project") authorized under the Original DUS Plan beyond just the redevelopment of the Denver Union Station Project; and

WHEREAS, pursuant to the purpose and powers within the DDA Act and to support and implement the Amended Plan, the DDDA desires to approve the Development Project described in Exhibit B, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Denver Downtown Development Authority as follows:

1. That the Petition has been submitted to the Board in accordance with the Inclusion Statute, and that the Petition includes evidence satisfactory to the Board concerning title to the property described therein and an accurate legal description thereof.

2. That the Board determines that the requirements of the Inclusion Statute and the Inclusion Procedures Resolution have been satisfied in connection with the submission of the Petition.

3. That the Petition is hereby approved, and the Board shall submit the Petition along with this Resolution to the City Council for its consideration in accordance with the Inclusion Statute.

4. The Board hereby approves the Development Project, **[University Building Residential Conversion]**, located at **[900 16th Street, Denver, CO 80202; Schedule Number: 0234532024000]**, in the amount of **[$14,577,208.00]**, as generally described in Exhibit B. The Board requests that the City enter into the appropriate agreement(s) with the DDDA and/or the proponent of the Development Project to memorialize applicable funding for the Development Project and other related matters in accordance with the DDA Act and the Amended Plan. The Board understands and acknowledges that the legal effectiveness of any such agreement(s) is/are dependent upon the mutual execution of such agreement(s) by the appropriate parties, and if the City is a party thereof such agreement(s) may be separately subject to City Council approval, in City Council's sole discretion, in accordance with City Charter and Denver Revised Municipal Code requirements.

5. This Resolution shall replace and supersede any existing resolution adopted by the Board concerning the subject matter described herein.

6. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

ADOPTED and effective this **[30th day of July 2025]**.

DENVER DOWNTOWN DEVELOPMENT AUTHORITY

Signed by:
Douglas M. Tisdale, Chair 8/13/2025
By: 9A3C736A25DA440
Douglas M. Tisdale, Chair

ATTEST:

Signed by:
Frank Cannon 7/31/2025
6D8D80DB9B994F8
Frank Cannon, Secretary

Exhibit A

Petition for Inclusion

PETITION FOR THE INCLUSION OF PROPERTY INTO THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY, IN THE CITY AND COUNTY OF DENVER

The undersigned person(s), as the owner(s) or representative(s) of owners in fee of each parcel(s) of land described herein located adjacent to the existing Denver Downtown Development Authority (individually, a "Petitioner" and collectively, the "Petitioners"), hereby petition the Board of Directors ("Board") of the Denver Downtown Development Authority ("DDDA") for the inclusion of such parcel(s) of land ("Property") into the boundaries of the DDDA in accordance with the provisions of C.R.S. § 31-25-822, as may be amended from time to time. In support of this petition ("Petition"), Petitioner(s) state(s) and acknowledge(s):

1. The Petitioner(s) named herein are the lawful owners in fee of the Property described in this Petition.

2. If, in accordance with C.R.S. § 31-25-822 and the Board's Resolution Setting Forth Inclusion of Additional Property Procedures (as each may be amended from time to time), the Board approves this Petition via resolution ("Approval Resolution"), then the Board shall submit its Approval Resolution to the Denver City Council ("City Council"), as the governing body in and for the City and County of Denver, Colorado ("City"), for its consideration. If approved, this Petition may be aggregated with other approved petitions for inclusion into a single Approval Resolution by the Board for the sake of efficiency.

3. In accordance with C.R.S. § 31-25-822, the City Council shall consider this Petition for approval at a regular or special meeting. Petition approval by the City Council shall contemporaneously amend City Ordinance No. 400, Series of 2008, as otherwise amended from time to time, to redescribe the boundaries of the DDDA so as to include the Property; from the effective date of said amendment the Property shall be included within the DDDA and shall be subject to any taxes thereafter imposed by the City for the use and benefit of the DDDA.

4. A more detailed legal description and map of the Property is attached as Exhibit A and incorporated by reference herein.

5. Evidence concerning title to the Property being vested in the Petitioner(s) is attached as Exhibit B and incorporated by reference therein.

6. Petitioner(s) respectfully request(s) the Board and the City Council, as the governing body of the City, to approve this Petition and include the Property into the boundaries of the Denver Downtown Development Authority.

[Exhibits A and B, and signatures on following sheets]

EXHIBIT A
DESCRIPTION OF PROPERTY AND MAP

Parcel No.	Street Address	Schedule #	Legal Description	Owner
024-28; 024-39; 024-30; 024-31; 024-32	900 16th Street	0234532 024000	EAST DENVER B107 L28 TO 32	910 Associates Inc.

EXHIBIT B
EVIDENCE OF TITLE

DENVER DOWNTOWN DEVELOPMENT AUTHORITY

PETITION

WARNING –
IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the Petition when not eligible to do so.

DO NOT SIGN THIS PETITION UNLESS YOU ARE AN OWNER IN FEE OR THE REPRESENTATIVE OF AN OWNER IN FEE OF EACH PARCEL OF LAND LOCATED ADJACENT TO THE EXISTING BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY AND ARE SEEKING FOR YOUR LAND TO BE INCLUDED WITHIN THE BOUNDARIES OF THE DENVER DOWNTOWN DEVELOPMENT AUTHORITY.

Do not sign this Petition unless you have read or have had read to you the Petition in its entirety and understand its meaning.

Signature	Printed Name	Address	County
[signature]	Robert L. Naiman	910 16th St. #500 Denver Co 80202	Denver

Your signature must be witnessed by a Notary Public.

CORPORATE AFFIDAVIT OF AUTHORITY

I, Robert L. Naiman (print name), do solemnly swear or affirm that I am authorized to sign the Petition on behalf of 910 Associates, Inc., the record owner in fee of each parcel of land located adjacent to the existing boundaries of the Denver Downtown Development Authority represented by and described on the foregoing Petition ("Property"), and that I have submitted the Petition for the inclusion of said Property into the boundaries of the Denver Downtown Development Authority on behalf of such record owner.

Date: July 11, 2025 Signature: [signature]

Title: President

Notarization:

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Petition signature was subscribed or acknowledged before me this 11 day of July, 2025 by Robert L Naiman as authorized representative of 910 Associates, INC.

[signature]
Notary Public
My commission expires: Aug 13 2028

SEAL

MADELINE TAYLOR WELLS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244030340
MY COMMISSION EXPIRES AUG 13, 2028

First American Title Insurance Company
7887 E. Belleview Ave. Ste. 325
Englewood, CO 80111
Telephone (303) 305-1300

First American Title Insurance Company

OWNERSHIP & ENCUMBRANCE REPORT

To: Dawnna Wilder	From: Customer Service
City of Denver	Direct: (303) 305-1300
	Email: O&E@FirstAm.com
	Order Number: 25912126
Email: dawnna.wilder@denvergov.org	
Loan Number:	

Date of Records: July 9, 2025 **Date of Report: July 14, 2025**

Address: 900 16th St Denver, CO 80202
Current Owner: 910 ASSOC
County: DENVER

LEGAL DESCRIPTION:

EAST DENVER B107 L28 TO 32

DOCUMENTS OF RECORD:

Vesting Documents:

- Warranty Deed recorded May 25, 2023 at Reception No. 2023047254.
- Public Trustees Deed recorded May 7, 1992 at Reception No. R-92-0049204.
- Quit Claim Deed recorded July 17, 2019 at Reception No. 2019092381.
- Quit Claim Deed recorded October 21, 2019 at Reception No. 2019146775.
- Decree Quieting Title recorded November 2, 2020 at Reception No. 2020181217.

Encumbrances:

- None

Judgments and Liens:

The following Items were found using a general name search and may or may not belong to the owner of the property listed above.

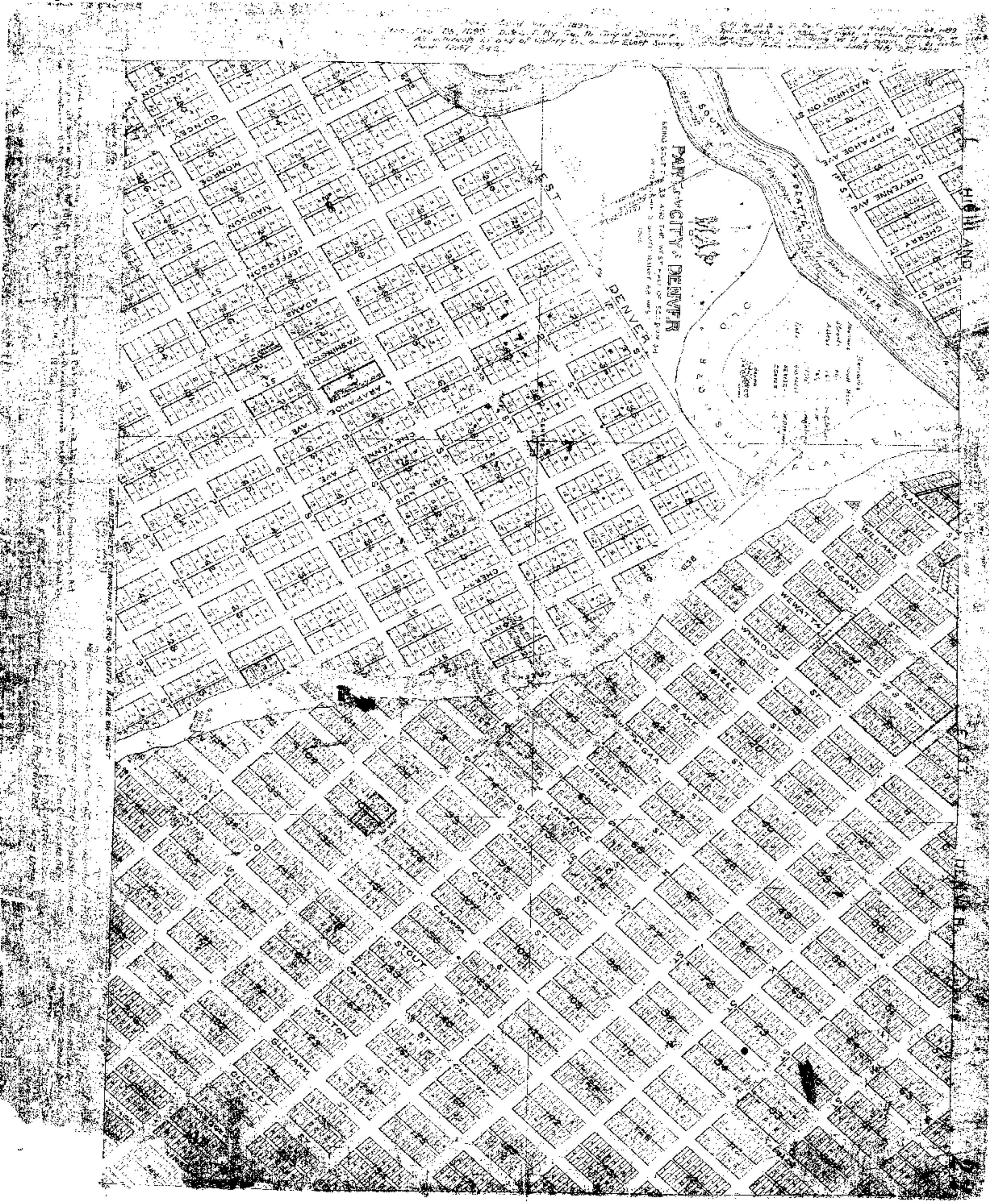
- None

DISCLAIMER TO CLIENT:

This Property Report includes information from certain documents imparting constructive notice and appearing in the official records relating to the real property described. It does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property, and may not list all liens, defects, encumbrances and other matters affecting title thereto. This report has been prepared solely for the purpose of providing public record information. Accordingly, liability hereunder is strictly limited to the amount paid for this Report OR IF REQUIRED, TO STATUTORY LIMITS DEPENDING ON THE jurisdiction THAT THIS PROPERTY LIES WITHIN and no liability is assumed regarding the accuracy or completeness of this Report.

West of Cherry Creek is West Denver; also known as Auraria.

East of Cherry Creek is East Denver, also known as Denver City.


MAP OF PART OF CITY OF DENVER
WEST DENVER
SOUTH PLATTE RIVER
HIGHLAND
EAST DENVER
JACKSON ST
QUINCY
MONROE
MADISON
JEFFERSON
ADAMS
WASHINGTON
ARAPAHOE AVE
CHEYENNE
SAN LUIS
FERRY
CHERRY
BASSET
WILLIAMS
DELGANY
WEWATTA
WYNKOOP
WAZEE
BLAKE
McGAA
LARIMER
LAWRENCE
ARAPAHOE
CURTIS
CHAMPA
STOUT
CALIFORNIA
WELTON
GLENARM
CHEYENNE AVE
WASHINGTON ST
CHERRY ST
FERRY ST

1-1A 2/2

MAP
OF
DENVER CITY

E. D. BOYD CIV. ENG^{R}

AUGUST 8TH 1859

I hereby certify that this is a true copy of the Map filed for record in this office.

Denver City
August 30th 1859.

Richard Ed. Whitsitt.
Recorder of the County
of Arapahoe, K. T.

Streets 80 feet wide. Alleys 16 feet. All Lots, the size of which is not marked on the map, are 25 by 125 feet. Fractional Lots subject to measurement. N.B. Up to this date, (August 8 th 1859) the Street, marked D on this Map, has been known as A Street, E Street has been known as B Street, F Street as C Street, and so on to R Street, and they have been designated so in the Establishment of the Bounds, and in all Records, Deeds &c. relating to the Transfer of Lots, in the City.

Whereas the map of the East Division of the City of Denver made under the survey of E. D. Boyd in the year 1859 and commonly known as Boyd's Survey, has not been recorded in the County Clerk's Office of Arapahoe County, and Whereas a majority of the deeds conveying property in said East Division of the City of Denver have been made in accordance with said Survey and Map, therefore, for the better preservation of said Survey and Map

Resolved

by the City Council of the City of Denver that W^{m} J. Barker, Mayor of said City, be and he is hereby instructed and empowered to file a copy of said map for record in the County Clerk's Office of the County of Arapahoe, and also to file a copy of said map in the City Clerk's Office of said City of Denver.

I hereby certify that the above resolution offered by Alderman Hoffer was adopted by the City Council of the City of Denver at their regular meeting held on Thursday February 24 th AD, 1876

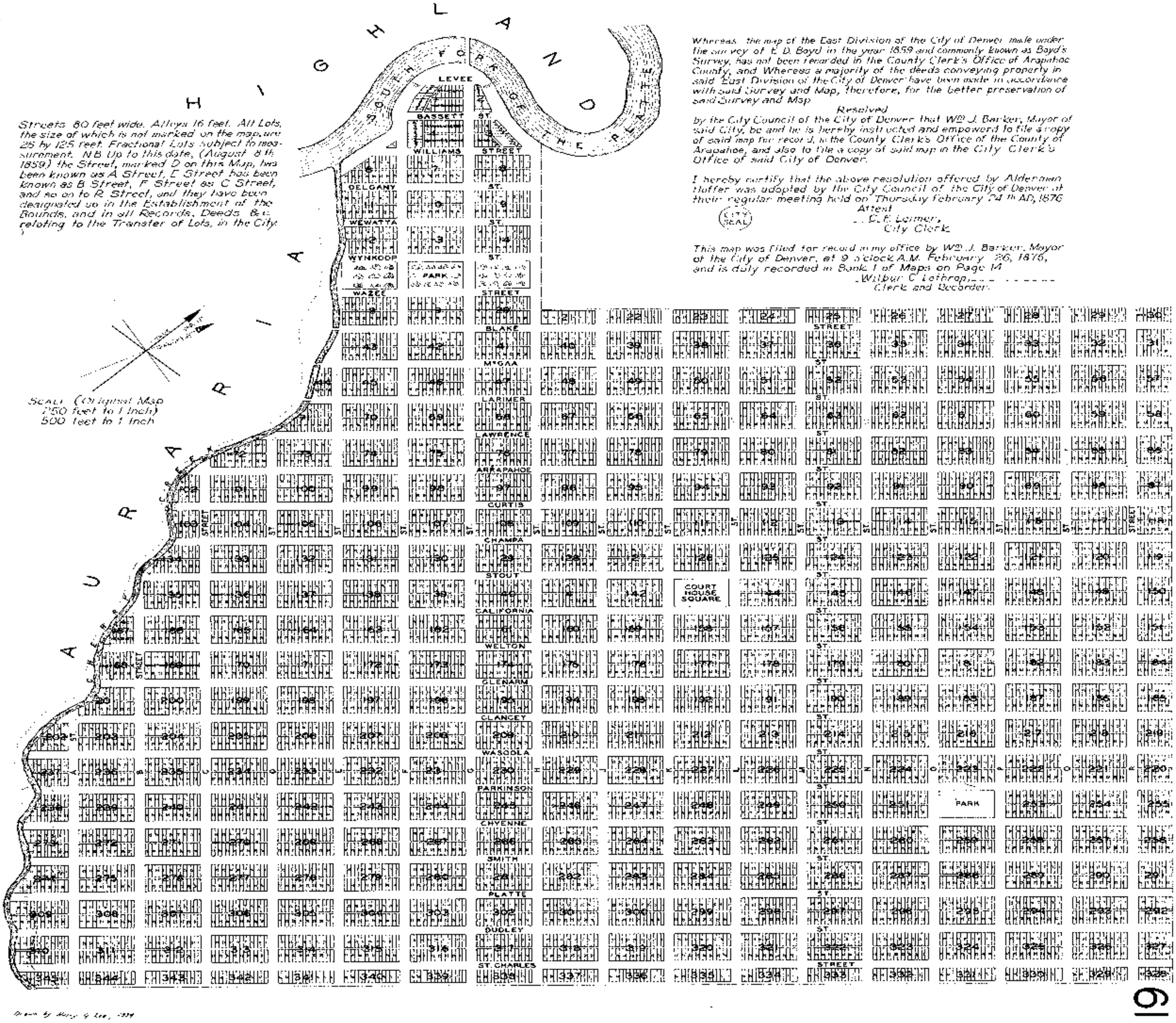
Attest

(CITY SEAL)

C. F. Lemen,
City Clerk.

This map was filed for record in my office by W^{m} J. Barker, Mayor of the City of Denver, at 9 o'clock A.M. February 26, 1876, and is duly recorded in Book 1 of Maps on Page 14

Wilbur C. Lothrop,
Clerk and Recorder.



After Recording, Return to:
Walter Slatkin, Esq.
Wolf Slatkin & Madison P.C.
1950 S. Cherry Street, Suite 1520
Denver, CO 80246

MERGER OF TITLE
NO DOCUMENTARY FEE PAYABLE

SPECIAL WARRANTY DEED

THIS DEED, is made this 19 day of May, 2023, between NAIMAN FAMILY LTD. LIABILITY CO. LLC, a Colorado limited liability company ("Grantor"), and 910 ASSOCIATES INC., a Colorado corporation ("Grantee"), whose address is 910 16th Street, Suite 500, Denver, Colorado 80202.

WITNESS, That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the real property situate, lying and being in the City and County of Denver, State of Colorado which is legally described on Exhibit A attached hereto and incorporated hereby (the "Land"), together with all of Grantor's right, title and interest in and to (a) the improvements located on the Land (the "Improvements"), (b) all reversions, remainders, rights, privileges, easements, rights-of-way, appurtenances, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land and the Improvements, (c) any strips of land, streets and alleys abutting or adjoining the Land, (d) any pre-paid systems development fees, water resource fees, drainage fee credits and water rights affecting the Land or the Improvements, (e) any water rights, water taps and sewer taps belonging to and serving the Land or the Improvements, and other rights or entitlements to have the Land or the Improvements served by utilities, and (f) any and all approvals, consents, entitlements or permits to use, occupy, improve or develop any portion of the Land or the Improvements (the items referenced in the foregoing clauses (b) through (f) are hereinafter referred to collectively as the "Other Real Property Interests"; and the Land, the Improvements and the Other Real Property Interests are hereinafter referred to collectively as the "Property").

TOGETHER with all of Grantor's right, title and interests in and to all and singular the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Grantor in vacated streets and alleys adjacent thereto, and the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the interests, easements, rights, benefits, improvements and attached fixtures and hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee its successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND title to the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to easements, rights of way and restrictions of record (not including liens and/or encumbrances created by Grantor and/ or Leasehold Interests between Grantor and Grantee that are merged and terminated on the recording of this Deed).

IN WITNESS WHEREOF, the Grantor has executed this deed as of the date set forth above.

GRANTOR:

NAIMAN FAMILY LTD. LIABILITY CO. LLC,
a Colorado limited liability company

By: ______________________
Name: Robert L. Naiman
Title: Manager

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

The foregoing instrument was acknowledged before me on the 19 day of March, 2023, by Robert L. Naiman, as Manager of Naiman Family Ltd. Liability Co. LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 07/15/2026

JONATHAN SLATKIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164009591
MY COMMISSION EXPIRES 07/15/2026

____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

LOTS 28 AND 29, BLOCK 107, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THE WESTERLY 53 FEET OF LOTS 30, 31 AND 32, BLOCK 107, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THE FRONT 72 FEET OF LOTS 30, 31 AND 32, BLOCK 107, EAST DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON CHAMPA STREET AT THE NORTHEASTERLY CORNER OF SAID LOT 32; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 32, 72 FEET TO A POINT ON SIXTEENTH STREET;

THENCE AT RIGHT ANGLES SOUTHWESTERLY ACROSS SAID LOTS 32, 31 AND 30 TO THE SOUTHWESTERLY LINE OF SAID LOT 30, TO A POINT 72 FEET DISTANT FROM CHAMPA STREET; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 30 SOUTHEASTERLY AND PARALLEL WITH SIXTEENTH STREET, 72 FEET TO CHAMPA STREET;

THENCE AT RIGHT ANGLES NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 30, 31 AND 32 AND ALONG THE LINE OF CHAMPA STREET 75 FEET TO THE PLACE OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Recorded at __________ o'clock ______ M., __________________ __________

Reception No. ________________ ________________________ Recorder.

1-3

R92-0049204 05/07/1992 3:34 PM 17 3
ARIE P. TAYLOR - DENVER COUNTY 15.00

PUBLIC TRUSTEE'S DEED

Sale No. 17464

THIS DEED is made May 7, 1992, between Arie P. Taylor as the Public Trustee of the City and County of Denver, Colorado, and

910 Associates, Inc., a Colorado corporation

, Grantee, the holder of the ☒ Certificate of Purchase, ☐ Certificate of Redemption issued to the lienor last redeeming, whose legal address is Suite 500, 910 16th Street, Denver, Colorado 80202.

WHEREAS, University Building Investment Company did, by Deed of Trust dated May 1, 1980 and recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, on May 19, 1980, in Book 2159, Page 29 (Film No. ______, Reception No. ______) convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust; and

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

WHEREAS, all periods of redemption have expired.

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

Those three leasehold estates together covering lots 28 through 32, Block 107, East Denver, City and County of Denver, State of Colorado, and described with particularity on Exhibit A attached hereto and by this reference incorporated herein,

also known by street and number as 910 16th Street, Denver, CO 80202

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

Arie P. Taylor
Public Trustee of the City and County of Denver
State of Colorado

By ______________________________
Deputy Public Trustee

STATE OF COLORADO }
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 7th day of May, 1992, by Mary A. Dubbs as the Deputy Public Trustee of the City and County of Denver, State of Colorado.

XXXXXXXXXXXXXXXXXX
Witness my hand and official seal

CLERK AND RECORDER SEAL CITY & COUNTY OF DENVER

[signature]
Deputy County Clerk XXXXXXXXXXX

*If in Denver, insert "City and"

Bradford Publishing, 1743 Wazee St., Denver, CO 80202 — (303) 292-2500 — 8-91

2-3

EXHIBIT A

(Page 1 of 2)

(1) The Leasehold Estate of Grantor as assignee of that certain lease between Mary Thomas Welch, as lessor, and John M. Foster, as lessee, recorded on February 11, 1910, in Book 1991 at page 627 of the real property records of the City and County of Denver, Colorado, in the property described as Lots 28 and 29, Block 107, East Denver, City and County of Denver, State of Colorado.

(2) The Leasehold Estate of Grantor as assignee of that certain lease between Corwin R. Welch, as lessor, and Alexis C. Foster, as lessee, recorded on January 25, 1910, in Book 2121 at page 241 of the real property records of the City and County of Denver, Colorado, in the property described as portions of Lots 30, 31 and 32, Block 107, East Denver, City and County of Denver, State of Colorado, described as follows:

> Beginning at the North corner of Lot 32 in Block 107, East Denver; thence in a Southwesterly direction 75 feet along the Northwesterly boundary line of Lots 32, 31 and 30; thence in a Southeasterly direction along the Southwesterly boundary line of Lot 30, 53 feet to a point therein; thence in a Northwesterly direction 75 feet to a point in the Northeasterly boundary line of Lot 32; thence along said boundary line in a Northwesterly direction 53 feet to the point of beginning.

(3) The Leasehold Estate of Grantor as assignee of that certain lease between Miles Taylor Watts, Trustee under the Will of Isabella Thomson, deceased, Amelia L. Watts, William W. Taylor, Patrick H. Thomson, Emma C. Thomson, Menefee Huston, Elizabeth W. Huston, Frances M. Davidson, Patrick T. Farnsworth, Dorothy Farnsworth, Ethel F. Boyd, Geoffrey Boyd, and Seth T. Farnsworth, as lessors, and Alexis C. Foster, as lessee, recorded on November 3, 1909 in Book 2111 at page 506 of the real property records of the City and County of Denver, Colorado; and also Grantor's Leasehold Estate as assignee of that certain supplemental lease between the same parties and covering the same real property, which supplemental lease was recorded February ___, 1910, in Book 1991 at page 617 of the real property records of the City and County of Denver, Colorado; all in the property described as portions of Lots 30, 31 and 32, Block 107, East Denver, City and County of Denver, State of Colorado, described as follows:

> Beginning at the Northeast corner of Lot 32; thence Northwesterly along the Northwest line of said Lot 32, a distance of 72 feet to a point on 16th Street; thence at right angles Southwesterly across Lots 32, 31 and 30, in said Block 107, 75 feet to the Southwest line of said Lot 30 at a point 72 feet distant from Champa Street; thence along the Southwest line of said Lot 30 Southeasterly and parallel to 16th Street, 72 feet to Champa Street; thence along the Southwest line of said Lot 30 Southeasterly and parallel with 16th Street, 72 feet to Champa Street; thence at right angles Northwesterly along the Southeast line of said Lots 30, 31 and 32 and along the line of Champa Street, 75 feet to the point of beginning.

KN 3

EXHIBIT A
(Page 2 of 2)

TOGETHER WITH all right, title, and interest of the Grantor in and to all buildings and improvements now located or hereafter to be erected upon any real property which, or upon any real property an interest in which, is described on the foregoing page, and all right, title, and interest of the Grantor in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys adjoining such real property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging to or in anywise appertaining to all such real property.

2019092381
Page: 1 of 20
07/17/2019 10:11 AM R $108.00 D $0.09
City & County of Denver QCD

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of JULY 5, 2019, by ALL OUR JUNK, LLC, a Louisiana limited liability company whose address is P.O. Box 148238, Nashville, Tennessee, 37214, hereinafter referred to as the GRANTOR, and 910 ASSOCIATES, INC., a Colorado corporation, whose address is 910 16th Street, Suite 500, Denver, Colorado 80202, hereinafter referred to as the GRANTEE.

For the consideration of Eight Hundred Fifty-Six Dollars and Seventy-Two Cents ($856.72), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, convey, quitclaim, assign, transfer and set over unto said GRANTEE, its successors and assigns, GRANTOR'S entire right, title and interest in the following described real property situate in the City and County of Denver, State of Colorado:

Lots 30, 31, and 32, Block 107, EAST DENVER

Also known as street and number 900-918 Sixteenth Street, Denver, Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the GRANTOR, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described with the appurtenances, unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has executed this Quitclaim Deed as of the date first set forth above. Relevant powers of attorney of the signing parties are attached hereto as *Exhibit A*.

GRANTOR:

ALL OUR JUNK, LLC

By: [signature], III
Lloyd Addison Ellis, III, Member

By:______________________________
Maryann Ellis Ludden, Member

Lloyd Addison Ellis, III
By: Attorney-in-Fact for Lloyd Addison Ellis, Jr
Lloyd Addison Ellis, Jr., Member,
by Lloyd Addison Ellis, III as Attorney-in-Fact for Lloyd Addison Ellis, Jr.

Lloyd Addison Ellis, III
By: Attorney-in-Fact for Frances Brown Ellis
Frances Brown Ellis, Member,
by Lloyd Addison Ellis, III as Attorney-in-Fact for Frances Brown Ellis

STATE OF TENNESSEE)

COUNTY OF Davidson) ss:

The foregoing instrument was acknowledged before me this 5th day of July, 2019 by Lloyd Addison Ellis, III.

Witness my hand and official seal.

My commission expires 7-8-2019

[SEAL]

NOTARY PUBLIC

ERROL N. MOONEY, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)

COUNTY OF Davidson) ss:

The foregoing instrument was acknowledged before me this 5th day of July, 2019 by Lloyd Addison Ellis, III as Attorney-in-Fact for Lloyd Addison Ellis, Jr.

Witness my hand and official seal.

My commission expires 7-8-2019

[SEAL]

NOTARY PUBLIC

ERROL N. MOONEY, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)

COUNTY OF Davidson) ss:

The foregoing instrument was acknowledged before me this 5th day of July, 2019 by Lloyd Addison Ellis, III as Attorney-in-Fact for Frances Brown Ellis.

Witness my hand and official seal.

My commission expires 7-8-2019

[SEAL]

NOTARY PUBLIC

ERROL N. MOONEY, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF WASHINGTON)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of __________, 2019, by ALL OUR JUNK, LLC, a Louisiana limited liability company whose address is P.O. Box 148238, Nashville, Tennessee, 37214, hereinafter referred to as the GRANTOR, and 910 ASSOCIATES, INC., a Colorado corporation, whose address is 910 16th Street, Suite 500, Denver, Colorado 80202, hereinafter referred to as the GRANTEE.

For the consideration of Eight Hundred Fifty-Six Dollars and Seventy-Two Cents ($856.72), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, convey, quitclaim, assign, transfer and set over unto said GRANTEE, its successors and assigns, GRANTOR'S entire right, title and interest in the following described real property situate in the City and County of Denver, State of Colorado:

Lots 30, 31, and 32, Block 107, EAST DENVER

Also known as street and number 900-918 Sixteenth Street, Denver, Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the GRANTOR, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described with the appurtenances, unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has executed this Quitclaim Deed as of the date first set forth above. Relevant powers of attorney of the signing parties are attached hereto as *Exhibit A*.

GRANTOR:

ALL OUR JUNK, LLC

By:____________________________
Lloyd Addison Ellis, III, Member

By:____________________________
Maryann Ellis Ludden, Member

By:____________________________
Lloyd Addison Ellis, Jr., Member,
by Lloyd Addison Ellis, III as Attorney-in-Fact for Lloyd Addison Ellis, Jr.

By:____________________________
Frances Brown Ellis, Member,
by Lloyd Addison Ellis, III as Attorney-in-Fact for Frances Brown Ellis

STATE OF LOUISIANA)

PARISH OF ST. TAMMANY) ss:

The foregoing instrument was acknowledged before me this 3rd day of July, 2019 by Maryann Ellis Ludden.

Witness my hand and official seal.

My commission expires With Life

[SEAL]

NOTARY PUBLIC

CECILY SALTER SALLEY No. 4879 NOTARY PUBLIC ST. TAMMANY PARISH, LA

EXHIBIT A

GENERAL DURABLE POWER OF ATTORNEY
BY LLOYD ADDISON ELLIS, JR., PRINCIPAL

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On March 9, 2017, before the undersigned Notary Public, duly qualified in and for the aforesaid State and County/Parish, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **LLOYD ADDISON ELLIS, JR. ("Principal")**, of the full age of majority, who, upon being first duly sworn by the undersigned Notary, deposed and said that Principal's residence is 74165 River Road, Covington, LA 70435.

Principal further declared that Principal has made and appointed, and by these presents does make, constitute and appoint, to act in Principal's place and stead: **MARYANN ELLIS LUDDEN,** of the full age of majority and a resident of and domiciled in the State of Tennessee, being Principal's daughter, and/or **LLOYD ADDISON ELLIS, III**, of the full age of majority and a resident of and domiciled in the State of Tennessee, being Principal's son, both with a mailing address of P.O. Box 128495, Nashville, TN 37212 (each referred to herein as the "Agent") to be Principal's true and lawful agent and attorney-in-fact, general and special, giving and by these presents granting unto the Agent full power and authority, for and in the name and on behalf of Principal and to Principal's use, to conduct, manage and transact all and singular the affairs, business and concerns of Principal, of whatever nature or kind, without any exception or reservation whatsoever, except for the following transactions: (i) transactions concerning personal and family maintenance and health care decisions; and (ii) decisions concerning the withholding or withdrawal of life-sustaining invasive medical procedures if Principal is in an irreversible terminal condition pursuant to R.S. 40:1299.58.1 et seq. When multiple agents are serving under this power of attorney, then each such Agent may act alone without the other Agent joining together.

This is a durable power of attorney, shall not be affected by the subsequent disability, incapacity or incompetence of Principal or the mere lapse of time, and will continue to be effective even though Principal becomes incapacitated, and Agent's powers granted herein shall specifically be effective for the year 2017 and all subsequent years, including without limitation 2018, 2019 and 2020 through 2044 inclusive.

ANYTHING HEREIN NOTWITHSTANDING, THE POWER AND AUTHORITY GRANTED HEREIN SHALL ONLY TAKE EFFECT AFTER THE DEATH OF THE PRINCIPAL'S SPOUSE, FRANCES BROWN ELLIS, WHO HOLDS AN OUTSTANDING POWER OF ATTORNEY IN RESPECT TO THE AFFAIRS OF LLOYD ADDISON ELLIS, JR., UNLESS TWO (2) INDEPENDENT PHYSICIANS OR PSYCHIATRISTS HAVE EXECUTED A CERTIFICATE STATING THAT FRANCES BROWN ELLIS SUFFERS FROM AN ILLNESS, MENTAL DISORDER, DEMENTIA, OR OTHER CONDITION THAT WOULD PROHIBIT HER FROM EXERCISING FUNCTIONS OR MAKING DECISIONS OF THE SORT TO BE DONE OR MADE BY THE AGENT APPOINTED HEREIN.

Without limiting the generality of the foregoing, Agent shall have the following powers to act for Principal:

(A) REAL PROPERTY TRANSACTIONS: to act with respect to real or immovable property transactions, including without limitation, all of the following: (1) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incidental to real or immovable property; (2) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real or immovable property or a right incidental to real or immovable property, including without limitation the power to sell the immovable property and improvements bearing **MUNICIPAL**

NUMBERS 74165 River Road, Covington, LA 70435 and 2907 McGavock Pike, Nashville, TN 37214; (3) Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real or immovable property which exists or is asserted; (4) Do any act of management or of conservation with respect to an interest in real or immovable property, or a right incidental to real or immovable property, owned, or claimed to be owned, by the principal, including all of the following: (a) Insuring against a casualty, liability, or loss; (b) Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise; (c) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and (d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real or immovable property; (5) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real or immovable property in or incidental to which the principal has, or claims to have, an interest or right; (6) Participate in a reorganization with respect to real or immovable property or a legal entity that owns an interest in or right incidental to real or immovable property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following: (a) Selling or otherwise disposing of them; (b) Exercising or selling an option, conversion, or similar right with respect to them; and (c) Voting them in person or by proxy; (7) Change the form of title of an interest in or right incidental to real or immovable property; or (8) Dedicate to public use, with or without consideration, easements or other real or immovable property in which the principal has, or claims to have, an interest or right; and, in conjunction with the above described property and all other property of the Principal wherever situated and in the Agent's sole and unlimited discretion, the power to do any of the following:

(i) to vary the description of the Property and to undertake any curative title work determined to be necessary or advantageous; to sell the property for any such purchase price, for cash or credit and on such other terms and conditions as Agent deems appropriate; to list the Property with such agents or brokers, at such listing price, and on such other terms and conditions and commission as Agent shall determines appropriate, and to sign, in Principal's name, place and stead, such Agreements To Sell, property disclosure statements, Act of Sale closing documents, consents to pay loan origination points, survey costs, costs of obtaining mortgage, conveyance or tax research certificates, termite inspection certificates or other inspection costs, home warranty insurance premium costs, notarial closing fees, or other documents and consents in connection with sale of the Property as Agent shall deem necessary or appropriate. Principal hereby further grants to the Agent full and complete power to perform any and all acts necessary and proper in the premises as fully as if Principal were personally present and acting in Principal's individual capacity.

(ii) to mortgage said Property; and to incorporate in any instrument mortgaging Principal's interest in the Property such terms, conditions and agreements as the Agent shall deem meet and proper; to sign and to execute, in the name and on behalf of Principal, a mortgage note affecting the above described property in any amount; to appear before any notary public to execute an act of mortgage in such amount, securing such debt, and containing such terms and conditions as the Agent may deem appropriate, including without limitation, a pact de non alienando, CONFESSION OF JUDGMENT, consent to executory process, waiver of demand, notice and appraisal; to execute a hand note up to said amount, together with a pledge agreement pledging a collateral mortgage note up to said amount and secured by an act of collateral mortgage to secure present or future advances and containing such terms and conditions as set forth above or such other terms and conditions as the Agent may deem appropriate; among other terms and conditions of said mortgage note, hand note, collateral mortgage note, mortgage, collateral mortgage or pledge, and as the Agent determines appropriate: (a) to waive the benefit of appraisement provided for in Articles 2332, 2336, 2723, and 2724, Louisiana Code of Civil Procedure, and all other laws conferring such benefits; (b) to waive the demands and delays accorded by the Louisiana Code of Civil Procedure, and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (c) to waive the notice of seizure required by the Louisiana Code of Civil Procedure and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (d) to waive the benefit of the provisions of any other articles of the Louisiana Code of Civil Procedure not specifically mentioned above and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (e) to waive all rights of division and discussion with respect to any indebtedness or obligation secured by mortgage; (f) to agree and consent to the immediate seizure of the mortgaged property in the event of a suit for the recognition or foreclosure; (g) to waive all homestead exemptions relating to the mortgaged property to which Principal is or may be entitled under the constitution and laws of the State of Louisiana or of the United States of America; (h) to consent to the mortgagee acting as keeper of the property, pursuant to La. R.S. 9:5136 et seq., or corresponding provisions of law subsequently enacted; and (i) to consent to mortgage provisions that all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within that person's knowledge shall constitute authentic evidence of such facts for the purpose of executory process, in any suit of foreclosure on such property.

(B) TANGIBLE PERSONAL PROPERTY TRANSACTIONS: to act with respect to tangible personal property transactions, including without limitation, the power to do all of the following: (1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; and (4) Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including all of the following: (a) Insuring against casualty, liability, or loss; (b) Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise; (c) Paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (d) Moving from place to place; (e) Storing for hire or on a gratuitous bailment; and (f) Using, altering, and making repairs or alterations.

(C) STOCK AND BOND TRANSACTIONS: to act with respect to stock and bond transactions, including without limitation, the power to do all of the following: (1) Buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; (2) Receive certificates and other evidence of ownership with respect to securities; and (3) Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(D) COMMODITY AND OPTION TRANSACTIONS: to act with respect to commodity and option transactions, including without limitation, the power to do all of the following: (1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange; and (2) Establish, continue, modify, and terminate option accounts with a broker.

(E) BANKING AND OTHER FINANCIAL INSTITUTION TRANSACTIONS: to act with respect to banking and other financial institution transactions, including without limitation the power to do all of the following: (1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal; (2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by the agent; (3) Hire or close a safe deposit box or space in a vault; (4) Contract to procure other services available from a financial institution as the agent considers desirable; (5) Withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution; (6) Receive bank statements, vouchers, notices and similar documents from a financial institution and act with respect to them; (7) Enter a safe deposit box or vault and withdraw or add to the contents; (8) Borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal; (9) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other nonnegotiable paper of the principal, or payable to the principal or the principal's order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due; (10) Receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit; and (12) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(F) BUSINESS OPERATING TRANSACTIONS: to act with respect to business operating transactions, including without limitation the power to do all of the following: (1) Operate, buy, sell, enlarge, reduce, and terminate a business interest; (2) To the extent that an agent is permitted by law to act for a principal and subject to the terms of the partnership agreement or operating agreement: (a) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have, under a partnership agreement or operating agreement, whether or not the principal is a partner or member; (b) Enforce the terms of a partnership or operating agreement by litigation or otherwise; and (c) Defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in the partnership or limited liability company; (3) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of a bond, share, or similar instrument; (4) With respect to a business owned solely by the principal: (a) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business before execution of the power of attorney; (b) Determine the policy of the business as to (i) the location of its operation, (ii) the nature and extent of its business, (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation, (iv) the amount and types of insurance carried, and (v) the mode of engaging, compensating and dealing with its accountants, attorneys, and other agents and employees; (c) Change the name or form of organization under which the business is operated and enter into a partnership or operating agreement with other persons or organize a limited liability company or corporation to take over all or part of the operation of the business; and (d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business, and control and disburse the money in the operation of the business; (5) Put additional capital into a business in which the principal has an interest; (6) Join in a plan of reorganization, consolidation, or merger of the business; (7) Sell or liquidate a business or part of it at the time and upon the terms the agent considers desirable; (8) Represent the principal in establishing the value of a business under a buy-out agreement to which the principal is a party; (9) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business which are required by a governmental agency or instrumentality or which the agent considers desirable, and make related payments; and (10) Pay, compromise, or contest taxes or assessments and do any other act which the agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover in any manner permitted by law, money paid before or after the execution of the power of attorney.

(G) INSURANCE AND ANNUITY TRANSACTIONS: to act with respect to insurance and annuity transactions empowering the agent to do all of the following: (1) Continue, pay the premium or assessment on, modify rescind, release, or terminate, a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; (2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance of annuity, and mode of payment; (3) Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent; (4) Designate the beneficiary of the contract, but the agent may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only to the extent the agent was named as a beneficiary under a contract procured by the principal before executing the power of attorney; (5) Apply for and receive a loan on the security of the contract of insurance or annuity; (6) Surrender and receive the cash surrender value; (7) Exercise an election; (8) Change the manner of paying premiums; (9) Change or convert the type of insurance contract or annuity as to any insurance contract or annuity with respect to which the principal has or claims to have a power described in this Section; (10) Change the beneficiary of a contract of insurance of annuity, but the agent may not be designated a beneficiary except to the extent permitted by Paragraph (4); (11) Apply for and procure government aid t guarantee or pay premiums of a contract of insurance on the life of the principal; (12) Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and (13) Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

(H) ESTATE, TRUST, AND OTHER BENEFICIARY TRANSACTIONS: to act with respect to estate, trust and other beneficiary transactions, empowers the agent to act for the principal in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which the principal is, may become, or claims to be entitled, as a beneficiary, to a share of payment, including without limitation the power to do all of the following: (1) Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) Demand or obtain by litigation or otherwise money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund; (3) Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal; (4) Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; (5) Conserve, invest, disburse, and use anything received for an authorized purpose; and (6) Transfer an interest of the principal in real or immovable property, stocks, bonds, accounts with financial institutions, insurance, and other property, to the trustee of a revocable trust created by the principal as settlor.

(I) TRANSACTIONS REGARDING CLAIMS AND LITIGATION: to act with respect to claims and litigation, including without limitation the power to do all of the following: (1) Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae; (3) In connection with litigation: (a) Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect, enforce, or satisfy a judgment, order , or decree; and (b) Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding the principal in litigation; (4) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim of litigation; (5) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim of litigation; (6) Act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning the principal or some other persons, or with respect to reorganization proceedings, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value; and (7) Pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other things of value paid in settlement of or as proceeds of a claim or litigation.

(J) TRANSACTIONS REGARDING PERSONAL AND FAMILY MAINTENANCE: this general durable power of attorney does **NOT** extend to granting agent any power to make transactions regarding person and family maintenance or health care decisions affecting Principal.

(K) TRANSACTIONS REGARDING SOCIAL SECURITY; CIVIL OR MILITARY BENEFITS: to act with respect to benefits from social security, medicare, medicaid or other governmental programs, or civil or military service, including without limitation the power to do all of the following: (1) Execute vouchers in the name of the principal for allowances and reimbursements payment by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation and for shipment of their household effects; (2) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) Prepare, file and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled, under a statute or governmental regulation; (4) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and (5) Receive the financial proceeds of a claim of the type described in this Section, conserve, invest, disburse, or use anything received for a lawful purpose.

(L) RETIREMENT PLAN TRANSACTIONS: to act with respect to retirement plan transactions empowering the agent to do all of the following: (1) Select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals; (2) Designate beneficiaries under those plans and change existing designations; (3) Make voluntary contributions to those plans; (4) Exercise the investment powers available under any self-directed retirement plan; (5) Make rollovers of plan benefits into other retirement plans; (6) If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan; and (7) Waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

(M) TRANSACTIONS REGARDING TAX MATTERS: to act with respect to tax matters, including without limitation the power to do all of the following: (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code Section 2032A or any successor section), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and to the e tax year in which the power of attorney was executed and any subsequent tax year; (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) Exercise any election available to the principal under federal, state, local, or foreign tax law; and (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

(N) TRANSACTIONS REGARDING MINERAL INTERESTS: to act with respect to mineral interests, including without limitation the power to act with respect to real property transactions as set forth above, together with the following additionally specified powers: (1) Invest in, acquire and retain oil, gas, sulphur and mineral leases and other executive and nonexecutive mineral rights, or options thereto, either in the form of mineral interests, royalties or other proprietary or working interests, with or without pooling provisions; (2) Explore or contract for mineral exploration and drill; and (3) Enter into pooling, unitization, repressurization and any and all other types of agreement relating to the development, operation or conservation of mineral property, rights and interest, or the alienation, disposition, exchange, partition or optioning thereof.

(O) HEALTH CARE POWERS: This general durable power of attorney does **NOT** extend to granting agent any power to make transactions regarding health care decisions or decisions concerning the withholding or withdrawal of life-sustaining invasive medical procedures if Principal is in an irreversible terminal condition pursuant to R.S. 40:1299.58.1 et seq.

(P) MISCELLANEOUS TRANSACTIONS: Without affecting or limiting the generality of the above and foregoing general procuration and power of authority, Principal further specifically grants Agent the following powers and authority: (1) Louisiana Civil Code Article 2997 Express Declaration of Powers: (a) make a donation and impose conditions on it; (b) accept or reject a succession; (c) contract a loan or acknowledge or remit a debt or become a surety; (d) draw or indorse promissory notes and negotiable instruments; and (e) compromise or refer a matter to arbitration; and (2) Additional Tax Matters Authorization: to execute on behalf of Principal, IRS Form 2848, designating Agent to represent Principal in all matters involving Principal's taxes or taxes for which Principal is responsible as a fiduciary.

(Q) GIFTS: AGENT IS AUTHORIZED TO MAKE GIFTS OF PRINCIPAL'S PROPERTY.

In the event of any judgment of incompetency or interdiction, Principal hereby nominates MARYANN ELLIS LUDDEN as curator (guardian/conservator) both of the person of Principal and of Principal's property and estate.

Principal further provides:

A. No person who relies in good faith upon the authority of Agent under this document shall incur any liability to Principal, Principal's estate, heirs, successors or assigns; in addition, no person who relies in good faith upon any representation made by Agent pursuant to this document and regarding: (i) the fact that Agent's powers are then in effect, (ii) the scope of Agent's authority granted under this document, (iii) Principal's competency at the time this document is executed, (iv) the fact that this document has not been revoked, or (v) the fact that Agent continues to serve, shall incur any liability to Principal, Principal's estate, heirs, successors or assigns for permitting Agent to exercise any and all such authority granted under this document;

B. If this document is revoked or amended for any reason, Principal binds himself, and his estate to hold any person harmless from any loss suffered, or liability incurred as a result of such person acting in good faith upon the instructions of Agent prior to the receipt of such person of actual notice of such revocation or amendment;

C. The powers conferred on Agent by this document may be exercised by Agent alone, and Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by Principal and with the same force and effect as if Principal were personally present, competent and acting on his own behalf;

D. *Principal authorizes* Agent to seek on Principal's behalf and at Principal's expense: (i) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized under this document, but such declaratory judgment shall not be necessary in order for Agent to perform any act authorized by this document; or (ii) a mandatory injunction requiring compliance with Agent's instructions by any person obligated to comply with instructions given by Agent; in conjunction therewith, Principal provides that this document should be governed by and interpreted according to the laws of the State of Louisiana;

E. Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Agent on Principal's behalf under any provision of this document, but Agent shall not be entitled to compensation for services rendered hereunder. Agent is specifically authorized and entitled to sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers and, in conjunction therewith, to render bills for all costs incurred in the exercise of the powers granted in this document to any agent serving under a separate durable power of attorney executed by Principal or to the trustee of any trust for the benefit of Principal;

F. To the maximum extent permitted by law, Principal hereby releases and forever discharges Agent from all liability and from all claims or demands of all kinds arising out of the acts of or omissions of Agent relating to this power of attorney for health care decisions, and except for willful misconduct, gross negligence;

G. If any part of any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

THUS DONE AND PASSED in multiple originals in the State and Parish and on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names as such, with the Principal and the undersigned Notary Public.

Lloyd Addison Ellis, Jr.
LLOYD ADDISON ELLIS, JR., PRINCIPAL

Witness: ______________
(witness signature)
Print witness and address:

Jessica Salley
77378 HWY 1081
Covington LA 70435

Witness: Fred E. Salley
(witness signature)
Print witness and address:

Fred E. Salley
77378 Highway 1081
Covington LA 70435

CECILY SALTER SALLEY No. 4879
NOTARY PUBLIC
ST. TAMMANY PARISH, LA

Cecil Salter Salley
NOTARY PUBLIC

Notary or Bar Number: 4879

My commission expires: With Life

GENERAL DURABLE POWER OF ATTORNEY BY FRANCES BROWN ELLIS, PRINCIPAL

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On March 9, 2017, before the undersigned Notary Public, duly qualified in and for the aforesaid State and County/Parish, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **FRANCES BROWN ELLIS ("Principal"),** of the full age of majority, who, upon being first duly sworn by the undersigned Notary, deposed and said that Principal's residence is 74165 River Road, Covington, LA 70435.

Principal further declared that Principal has made and appointed, and by these presents does make, constitute and appoint, to act in Principal's place and stead: **MARYANN ELLIS LUDDEN,** of the full age of majority and a resident of and domiciled in the State of Tennessee, being Principal's daughter, and/or **LLOYD ADDISON ELLIS, III**, of the full age of majority and a resident of and domiciled in the State of Tennessee, being Principal's son, both with a mailing address of P.O. Box 128495, Nashville, TN 37212 (each referred to herein as the "Agent") to be Principal's true and lawful agent and attorney-in-fact, general and special, giving and by these presents granting unto the Agent full power and authority, for and in the name and on behalf of Principal and to Principal's use, to conduct, manage and transact all and singular the affairs, business and concerns of Principal, of whatever nature or kind, without any exception or reservation whatsoever, except for the following transactions: (i) transactions concerning personal and family maintenance and health care decisions; and (ii) decisions concerning the withholding or withdrawal of life-sustaining invasive medical procedures if Principal is in an irreversible terminal condition pursuant to R.S. 40:1299.58.1 et seq. When multiple agents are serving under this power of attorney, then each such Agent may act alone without the other Agent joining together.

This is a durable power of attorney, shall not be affected by the subsequent disability, incapacity or incompetence of Principal or the mere lapse of time, and will continue to be effective even though Principal becomes incapacitated, and Agent's powers granted herein shall specifically be effective for the year 2017 and all subsequent years, including without limitation 2018, 2019 and 2020 through 2044 inclusive.

ANYTHING HEREIN NOTWITHSTANDING, THE POWER AND AUTHORITY GRANTED HEREIN SHALL ONLY TAKE EFFECT AFTER THE DEATH OF THE PRINCIPAL'S SPOUSE, LLOYD ADDISON ELLIS, JR., WHO HOLDS AN OUTSTANDING POWER OF ATTORNEY IN RESPECT TO THE AFFAIRS OF FRANCES BROWN ELLIS, UNLESS TWO (2) INDEPENDENT PHYSICIANS OR PSYCHIATRISTS HAVE EXECUTED A CERTIFICATE STATING THAT LLOYD ADDISON ELLIS, JR. SUFFERS FROM AN ILLNESS, MENTAL DISORDER, DEMENTIA, OR OTHER CONDITION THAT WOULD PROHIBIT HIM FROM EXERCISING FUNCTIONS OR MAKING DECISIONS OF THE SORT TO BE DONE OR MADE BY THE AGENT APPOINTED HEREIN.

Without limiting the generality of the foregoing, Agent shall have the following powers to act for Principal:

(A) REAL PROPERTY TRANSACTIONS: to act with respect to real or immovable property transactions, including without limitation, all of the following: (1) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incidental to real or immovable property; (2) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real or immovable property or a right incidental to real or immovable property, including without limitation the power to sell the immovable property and improvements bearing **MUNICIPAL**

NUMBERS 74165 River Road, Covington, LA 70435 and 2907 McGavock Pike, Nashville, TN 37214; (3) Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real or immovable property which exists or is asserted; (4) Do any act of management or of conservation with respect to an interest in real or immovable property, or a right incidental to real or immovable property, owned, or claimed to be owned, by the principal, including all of the following: (a) Insuring against a casualty, liability, or loss; (b) Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise; (c) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and (d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real or immovable property; (5) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real or immovable property in or incidental to which the principal has, or claims to have, an interest or right; (6) Participate in a reorganization with respect to real or immovable property or a legal entity that owns an interest in or right incidental to real or immovable property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following: (a) Selling or otherwise disposing of them; (b) Exercising or selling an option, conversion, or similar right with respect to them; and (c) Voting them in person or by proxy; (7) Change the form of title of an interest in or right incidental to real or immovable property; or (8) Dedicate to public use, with or without consideration, easements or other real or immovable property in which the principal has, or claims to have, an interest or right; and, in conjunction with the above described property and all other property of the Principal wherever situated and in the Agent's sole and unlimited discretion, the power to do any of the following:

(i) to vary the description of the Property and to undertake any curative title work determined to be necessary or advantageous; to sell the property for any such purchase price, for cash or credit and on such other terms and conditions as Agent deems appropriate; to list the Property with such agents or brokers, at such listing price, and on such other terms and conditions and commission as Agent shall determines appropriate, and to sign, in Principal's name, place and stead, such Agreements To Sell, property disclosure statements, Act of Sale closing documents, consents to pay loan origination points, survey costs, costs of obtaining mortgage, conveyance or tax research certificates, termite inspection certificates or other inspection costs, home warranty insurance premium costs, notarial closing fees, or other documents and consents in connection with sale of the Property as Agent shall deem necessary or appropriate. Principal hereby further grants to the Agent full and complete power to perform any and all acts necessary and proper in the premises as fully as if Principal were personally present and acting in Principal's individual capacity.

(ii) to mortgage said Property; and to incorporate in any instrument mortgaging Principal's interest in the Property such terms, conditions and agreements as the Agent shall deem meet and proper; to sign and to execute, in the name and on behalf of Principal, a mortgage note affecting the above described property in any amount; to appear before any notary public to execute an act of mortgage in such amount, securing such debt, and containing such terms and conditions as the Agent may deem appropriate, including without limitation, a pact de non alienando, CONFESSION OF JUDGMENT, consent to executory process, waiver of demand, notice and appraisal; to execute a hand note up to said amount, together with a pledge agreement pledging a collateral mortgage note up to said amount and secured by an act of collateral mortgage to secure present or future advances and containing such terms and conditions as set forth above or such other terms and conditions as the Agent may deem appropriate; among other terms and conditions of said mortgage note, hand note, collateral mortgage note, mortgage, collateral mortgage or pledge, and as the Agent determines appropriate: (a) to waive the benefit of appraisement provided for in Articles 2332, 2336, 2723, and 2724, Louisiana Code of Civil Procedure, and all other laws conferring such benefits; (b) to waive the demands and delays accorded by the Louisiana Code of Civil Procedure, and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (c) to waive the notice of seizure required by the Louisiana Code of Civil Procedure and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (d) to waive the benefit of the provisions of any other articles of the Louisiana Code of Civil Procedure not specifically mentioned above and corresponding provisions of law subsequently enacted and all other laws conferring such benefits; (e) to waive all rights of division and discussion with respect to any indebtedness or obligation secured by mortgage; (f) to agree and consent to the immediate seizure of the mortgaged property in the event of a suit for the recognition or foreclosure; (g) to waive all homestead exemptions relating to the mortgaged property to which Principal is or may be entitled under the constitution and laws of the State of Louisiana or of the United States of America; (h) to consent to the mortgagee acting as keeper of the property, pursuant to La. R.S. 9:5136 et seq., or corresponding provisions of law subsequently enacted; and (i) to consent to mortgage provisions that all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within that person's knowledge shall constitute authentic evidence of such facts for the purpose of executory process, in any suit of foreclosure on such property.

(B) TANGIBLE PERSONAL PROPERTY TRANSACTIONS: to act with respect to tangible personal property transactions, including without limitation, the power to do all of the following: (1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; and (4) Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including all of the following: (a) Insuring against casualty, liability, or loss; (b) Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise; (c) Paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (d) Moving from place to place; (e) Storing for hire or on a gratuitous bailment; and (f) Using, altering, and making repairs or alterations.

(C) STOCK AND BOND TRANSACTIONS: to act with respect to stock and bond transactions, including without limitation, the power to do all of the following: (1) Buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; (2) Receive certificates and other evidence of ownership with respect to securities; and (3) Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(D) COMMODITY AND OPTION TRANSACTIONS: to act with respect to commodity and option transactions, including without limitation, the power to do all of the following: (1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange; and (2) Establish, continue, modify, and terminate option accounts with a broker.

(E) BANKING AND OTHER FINANCIAL INSTITUTION TRANSACTIONS: to act with respect to banking and other financial institution transactions, including without limitation the power to do all of the following: (1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal; (2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by the agent; (3) Hire or close a safe deposit box or space in a vault; (4) Contract to procure other services available from a financial institution as the agent considers desirable; (5) Withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution; (6) Receive bank statements, vouchers, notices and similar documents from a financial institution and act with respect to them; (7) Enter a safe deposit box or vault and withdraw or add to the contents; (8) Borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal; (9) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other nonnegotiable paper of the principal, or payable to the principal or the principal's order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due; (10) Receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit; and (12) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

(F) BUSINESS OPERATING TRANSACTIONS: to act with respect to business operating transactions, including without limitation the power to do all of the following: (1) Operate, buy, sell, enlarge, reduce, and terminate a business interest; (2) To the extent that an agent is permitted by law to act for a principal and subject to the terms of the partnership agreement or operating agreement: (a) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have, under a partnership agreement or operating agreement, whether or not the principal is a partner or member; (b) Enforce the terms of a partnership or operating agreement by litigation or otherwise; and (c) Defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in the partnership or limited liability company; (3) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of a bond, share, or similar instrument; (4) With respect to a business owned solely by the principal: (a) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business before execution of the power of attorney; (b) Determine the policy of the business as to (i) the location of its operation, (ii) the nature and extent of its business, (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation, (iv) the amount and types of insurance carried, and (v) the mode of engaging, compensating and dealing with its accountants, attorneys, and other agents and employees; (c) Change the name or form of organization under which the business is operated and enter into a partnership or operating agreement with other persons or organize a limited liability company or corporation to take over all or part of the operation of the business; and (d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business, and control and disburse the money in the operation of the business; (5) Put additional capital into a business in which the principal has an interest; (6) Join in a plan of reorganization, consolidation, or merger of the business; (7) Sell or liquidate a business or part of it at the time and upon the terms the agent considers desirable; (8) Represent the principal in establishing the value of a business under a buy-out agreement to which the principal is a party; (9) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business which are required by a governmental agency or instrumentality or which the agent considers desirable, and make related payments; and (10) Pay, compromise, or contest taxes or assessments and do any other act which the agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover in any manner permitted by law, money paid before or after the execution of the power of attorney.

(G) INSURANCE AND ANNUITY TRANSACTIONS: to act with respect to insurance and annuity transactions empowering the agent to do all of the following: (1) Continue, pay the premium or assessment on, modify rescind, release, or terminate, a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; (2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance of annuity, and mode of payment; (3) Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent; (4) Designate the beneficiary of the contract, but the agent may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only to the extent the agent was named as a beneficiary under a contract procured by the principal before executing the power of attorney; (5) Apply for and receive a loan on the security of the contract of insurance or annuity; (6) Surrender and receive the cash surrender value; (7) Exercise an election; (8) Change the manner of paying premiums; (9) Change or convert the type of insurance contract or annuity as to any insurance contract or annuity with respect to which the principal has or claims to have a power described in this Section; (10) Change the beneficiary of a contract of insurance of annuity, but the agent may not be designated a beneficiary except to the extent permitted by Paragraph (4); (11) Apply for and procure government aid t guarantee or pay premiums of a contract of insurance on the life of the principal; (12) Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and (13) Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

(H) ESTATE, TRUST, AND OTHER BENEFICIARY TRANSACTIONS: to act with respect to estate, trust and other beneficiary transactions, empowers the agent to act for the principal in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which the principal is, may become, or claims to be entitled, as a beneficiary, to a share of payment, including without limitation the power to do all of the following: (1) Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) Demand or obtain by litigation or otherwise money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund; (3) Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal; (4) Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; (5) Conserve, invest, disburse, and use anything received for an authorized purpose; and (6) Transfer an interest of the principal in real or immovable property, stocks, bonds, accounts with financial institutions, insurance, and other property, to the trustee of a revocable trust created by the principal as settlor.

(I) TRANSACTIONS REGARDING CLAIMS AND LITIGATION: to act with respect to claims and litigation, including without limitation the power to do all of the following: (1) Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae; (3) In connection with litigation: (a) Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect, enforce, or satisfy a judgment, order , or decree; and (b) Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding the principal in litigation; (4) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim of litigation; (5) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim of litigation; (6) Act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning the principal or some other persons, or with respect to reorganization proceedings, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value; and (7) Pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other things of value paid in settlement of or as proceeds of a claim or litigation.

(J) TRANSACTIONS REGARDING PERSONAL AND FAMILY MAINTENANCE: this general durable power of attorney does **NOT** extend to granting agent any power to make transactions regarding person and family maintenance or health care decisions affecting Principal.

(K) TRANSACTIONS REGARDING SOCIAL SECURITY; CIVIL OR MILITARY BENEFITS: to act with respect to benefits from social security, medicare, medicaid or other governmental programs, or civil or military service, including without limitation the power to do all of the following: (1) Execute vouchers in the name of the principal for allowances and reimbursements payment by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation and for shipment of their household effects; (2) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) Prepare, file and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled, under a statute or governmental regulation; (4) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and (5) Receive the financial proceeds of a claim of the type described in this Section, conserve, invest, disburse, or use anything received for a lawful purpose.

(L) RETIREMENT PLAN TRANSACTIONS: to act with respect to retirement plan transactions empowering the agent to do all of the following: (1) Select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals; (2) Designate beneficiaries under those plans and change existing designations; (3) Make voluntary contributions to those plans; (4) Exercise the investment powers available under any self-directed retirement plan; (5) Make rollovers of plan benefits into other retirement plans; (6) If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan; and (7) Waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

(M) TRANSACTIONS REGARDING TAX MATTERS: to act with respect to tax matters, including without limitation the power to do all of the following: (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code Section 2032A or any successor section), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and to the e tax year in which the power of attorney was executed and any subsequent tax year; (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) Exercise any election available to the principal under federal, state, local, or foreign tax law; and (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

(N) TRANSACTIONS REGARDING MINERAL INTERESTS: to act with respect to mineral interests, including without limitation the power to act with respect to real property transactions as set forth above, together with the following additionally specified powers: (1) Invest in, acquire and retain oil, gas, sulphur and mineral leases and other executive and nonexecutive mineral rights, or options thereto, either in the form of mineral interests, royalties or other proprietary or working interests, with or without pooling provisions; (2) Explore or contract for mineral exploration and drill; and (3) Enter into pooling, unitization, repressurization and any and all other types of agreement relating to the development, operation or conservation of mineral property, rights and interest, or the alienation, disposition, exchange, partition or optioning thereof.

(O) HEALTH CARE POWERS: This general durable power of attorney does **NOT** extend to granting agent any power to make transactions regarding health care decisions or decisions concerning the withholding or withdrawal of life-sustaining invasive medical procedures if Principal is in an irreversible terminal condition pursuant to R.S. 40:1299.58.1 et seq.

(P) MISCELLANEOUS TRANSACTIONS: Without affecting or limiting the generality of the above and foregoing general procuration and power of authority, Principal further specifically grants Agent the following powers and authority: (1) Louisiana Civil Code Article 2997 Express Declaration of Powers: (a) make a donation and impose conditions on it; (b) accept or reject a succession; (c) contract a loan or acknowledge or remit a debt or become a surety; (d) draw or indorse promissory notes and negotiable instruments; and (e) compromise or refer a matter to arbitration; and (2) Additional Tax Matters Authorization: to execute on behalf of Principal, IRS Form 2848, designating Agent to represent Principal in all matters involving Principal's taxes or taxes for which Principal is responsible as a fiduciary.

(Q) GIFTS: AGENT IS AUTHORIZED TO MAKE GIFTS OF PRINCIPAL'S PROPERTY.

In the event of any judgment of incompetency or interdiction, Principal hereby nominates MARYANN ELLIS LUDDEN as curator (guardian/conservator) both of the person of Principal and of Principal's property and estate.

Principal further provides:

A. No person who relies in good faith upon the authority of Agent under this document shall incur any liability to Principal, Principal's estate, heirs, successors or assigns; in addition, no person who relies in good faith upon any representation made by Agent pursuant to this document and regarding: (i) the fact that Agent's powers are then in effect, (ii) the scope of Agent's authority granted under this document, (iii) Principal's competency at the time this document is executed, (iv) the fact that this document has not been revoked, or (v) the fact that Agent continues to serve, shall incur any liability to Principal, Principal's estate, heirs, successors or assigns for permitting Agent to exercise any and all such authority granted under this document;

B. If this document is revoked or amended for any reason, Principal binds himself, and his estate to hold any person harmless from any loss suffered, or liability incurred as a result of such person acting in good faith upon the instructions of Agent prior to the receipt of such person of actual notice of such revocation or amendment;

C. The powers conferred on Agent by this document may be exercised by Agent alone, and Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by Principal and with the same force and effect as if Principal were personally present, competent and acting on her own behalf;

D. Principal authorizes Agent to seek on Principal's behalf and at Principal's expense: (i) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized under this document, but such declaratory judgment shall not be necessary in order for Agent to perform any act authorized by this document; or (ii) a mandatory injunction requiring compliance with Agent's instructions by any person obligated to comply with instructions given by Agent; in conjunction therewith, Principal provides that this document should be governed by and interpreted according to the laws of the State of Louisiana;

E. Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Agent on Principal's behalf under any provision of this document, but Agent shall not be entitled to compensation for services rendered hereunder. Agent is specifically authorized and entitled to sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers and, in conjunction therewith, to render bills for all costs incurred in the exercise of the powers granted in this document to any agent serving under a separate durable power of attorney executed by Principal or to the trustee of any trust for the benefit of Principal;

F. To the maximum extent permitted by law, Principal hereby releases and forever discharges Agent from all liability and from all claims or demands of all kinds arising out of the acts of or omissions of Agent relating to this power of attorney for health care decisions, and except for willful misconduct, gross negligence;

G. If any part of any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

THUS DONE AND PASSED in multiple originals in the State and Parish and on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names as such, with the Principal and the undersigned Notary Public.

Frances Brown Ellis
FRANCES BROWN ELLIS, PRINCIPAL

Witness: ______________
(witness signature)
Print witness and address:

Jessica Salley
77374 HWY 1081
Covington LA 70435

Witness: Fred E. Salley
(witness signature)
Print witness and address:

Fred E. Salley
77378 Hwy 1081
Covington LA 70435

CECILY SALTER SALLEY NOTARY No. 4879
Notarial Seal
PUBLIC ST. TAMMANY PARISH, LA

Cecil Salter Salley
NOTARY PUBLIC

Notary or Bar Number: 4879

My commission expires: With Life

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Page: 1 of 1
10/21/2019 03:38 PM
City & County of Denver
R $13.00
D $2.65
QCD

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of October 21, 2019, by 910 ASSOCIATES, INC., a Colorado corporation whose address is 910 16th Street, Suite 500, Denver, Colorado 80202, hereinafter referred to as the GRANTOR, and NAIMAN FAMILY LTD. LIABILITY CO., a Colorado limited liability company whose address is 910 16th Street, Suite 500, Denver, Colorado 80202, hereinafter referred to as the GRANTEE.

For the consideration of Twenty-Six Thousand Four Hundred Eighty-One Dollars and Thirty-Eight Cents ($26,481.38), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, convey, quitclaim, assign, transfer and set over unto said GRANTEE, its successors and assigns, GRANTOR'S entire right, title and interest in the following described real property (but __excluding__ any and all improvements thereon) situate in the City and County of Denver, State of Colorado:

Lots 30, 31, and 32, Block 107, EAST DENVER

Also known as street and number 900-918 Sixteenth Street, Denver, Colorado.

To Have and to Hold the said premises above bargained and described, unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has executed this Quitclaim Deed as of the date first set forth above.

GRANTOR:

910 ASSOCIATES, INC.

By: ______________________
Bernard A. Naiman, President

STATE OF COLORADO)

CITY AND COUNTY OF DENVER) ss:

The foregoing instrument was acknowledged before me this 21 day of October, 2019 by Bernard A. Naiman.

Witness my hand and official seal.

My commission expires 3-10-2022

[SEAL]

JIM ANN MARQUIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024007973
MY COMMISSION EXPIRES MARCH 10, 2022

____
NOTARY PUBLIC

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Page: 1 of 4
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DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 BANNOCK STREET, RM 256, DENVER, CO, 80202	DATE FILED: October 22, 2020 1:02 PM CASE NUMBER: 2020CV31597
Plaintiff(s) NAIMAN FAMILY LTD LIABILITY CO v. Defendant(s) 910 ASSOC INC et al.	△ COURT USE ONLY △
	Case Number: 2020CV31597 Division: 259 Courtroom:

Decree Quieting Title

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 10/22/2020

MICHAEL ANTHONY MARTINEZ
District Court Judge

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO Denver City and County Building 1437 Bannock Street, Room 256 Denver, Colorado 80202 Telephone: 303-606-2300	
Plaintiff: NAIMAN FAMILY LTD. LIABILITY CO., a Colorado limited liability company also known as NAIMAN FAMILY LLC **Defendants:** 910 ASSOCIATES, INC., a Colorado corporation, and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION	▲ COURT USE ONLY ▲
	Case No.: 2020CV31597 Division/Ctrm: 259

DECREE QUIETING TITLE

THIS MATTER having come before the Court on the Complaint to Quiet Title filed in this matter by the Plaintiff, Naiman Family Ltd. Liability Co., and based upon the pleadings, including the Disclaimer filed by the one named Defendant, and the lack of response by any other Defendant, the COURT FINDS THAT:

1. This is an action *in rem* affecting specific real property;

2. The Court has jurisdiction of all parties to this action and of the subject matter hereof;

3. Service under Rule 4 of the Colorado Rules of Civil Procedure has been made upon all the Defendants in this action;

4. The Naiman Family Ltd. Liability Co., a Colorado limited liability company, and its predecessors in title:

a. have adversely possessed the property described in Exhibit A attached hereto (the "Property") for a time in excess of the eighteen-year period required by C.R.S. §38-41-101 and have otherwise met the requirements of that Section and applicable law in order to have established "absolute ownership" of the Property by right of adverse possession under C.R.S. §38-41-101; and

b. have possessed the Property for a time in excess of the seven-year period required by C.R.S. §38-41-108 and have otherwise met the requirements of that Section and applicable law in order to be "held and adjudged to be the legal owner" of the Property as provided by C.R.S. §38-41-108;

5. None of the Defendants in this action has responded to the Complaint or entered an appearance in this action, and all the Defendants are therefore in default, with the exception of Defendant 910 Associates, Inc. which submitted a Disclaimer Under C.R.C.P. 105 (which Disclaimer was attached to Plaintiff's Motion for Publication in this matter);

6. The allegations of the Complaint to Quiet Title are true.

THEREFORE, it is adjudged and decreed that:

A. No Defendant herein, including any unknown person who might have claimed any interest in the Property, has any right, title or interest in or to the Property or any part thereof, and any claim by any Defendant to the Property is unlawful;

B. The Plaintiff, Naiman Family Ltd. Liability Co., a Colorado limited liability company, at the time of the commencement of this proceeding was, and is now, the owner in fee simple of the Property; and

C. Fee simple title in and to the Property is hereby quieted in the Plaintiff, and the Defendants are forever enjoined from asserting any claim, right, title or interest in or to the Property or any part thereof.

Done this _____ day of ___________________, 2020.

BY THE COURT:

____

District Judge

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EXHIBIT A

Legal Description of the Land

Land situated in the State of Colorado, City and County of Denver, described as follows:

PARCEL A:
LOTS 28 AND 29, BLOCK 107, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:
THE WESTERLY 53 FEET OF LOTS 30, 31 AND 32, BLOCK 107, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:
THE FRONT 72 FEET OF LOTS 30, 31 AND 32, BLOCK 107, EAST DENVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON CHAMPA STREET AT THE NORTHEASTERLY CORNER OF SAID LOT 32;
THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 32, 72 FEET TO A POINT ON SIXTEENTH STREET;
THENCE AT RIGHT ANGLES SOUTHWESTERLY ACROSS SAID LOTS 32, 31 AND 30 TO THE SOUTHWESTERLY LINE OF SAID LOT 30, TO A POINT 72 FEET DISTANT FROM CHAMPA STREET;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 30 SOUTHEASTERLY AND PARALLEL WITH SIXTEENTH STREET, 72 FEET TO CHAMPA STREET;
THENCE AT RIGHT ANGLES NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 30, 31 AND 32 AND ALONG THE LINE OF CHAMPA STREET 75 FEET TO THE PLACE OF BEGINNING,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit B

Development Project

University Building

Project Summary: The project is an office-to-residential conversion of the historic building's upper floors as well as improvements to the first-floor commercial space. The project will create two condominium units, one for the residential units and a second for the first-floor retail space. DDDA funding would only support the residential portion of the project. Rent will be 100% covenanted affordable at 30 – 80% AMI. Construction to begin by December 2025.