

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado  
2 Real Estate Commission. (TD72-8-10) (Mandatory 1-11)

3  
4 **IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL**  
5 **COUNSEL.**

6 **THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER**  
7 **COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

8  
9 **DEED OF TRUST**  
10 (Due on Transfer – Strict)

11  
12 THIS DEED OF TRUST (“Deed of Trust”) is made this 10<sup>th</sup> day of August, 2021 between  
13 Ridgeback Holdings LLC, a Colorado limited liability company (“Borrower”), whose address is 12952  
14 Mallard Creek Dr., West Palm Beach, FL 33418; and the PUBLIC TRUSTEE of the County in which the  
15 Property (see § 1) is situated (Trustee); for the benefit of POTCH, LLC, a Colorado limited liability  
16 company (“Lender”) whose address is P.O. Box 6992, Snowmass Village, CO 81615.

17  
18 Borrower and Lender covenant and agree as follows:

19 **1. Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust  
20 herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally  
21 described property located in the County of Saguache, State of Colorado:

22  
23 TRACT 123 AS SHOWN ON THE PLAT OF AREA 420 PHASE II, TOWN OF MOFFAT, COUNTY  
24 OF SAGUACHE STATE OF COLORADO FILED ON FEBRUARY 24, 2021 AT RECEPTION  
25 NUMBER 392512 IN THE OFFICE OF THE SAGUACHE COUNTY CLERK AND RECORDER.

26  
27 Moffat, CO 81143 together with all its appurtenances (“Property”).

28  
29 **2. Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

30 **2.1.** the repayment of the indebtedness evidenced by Borrower’s Promissory Note (Note) dated  
31 August 10, 2021 in the principal sum of One Hundred Forty Nine Thousand Dollars (U.S. \$149,000.00),  
32 with interest on the unpaid principal balance, with principal and interest payable at P.O. Box 6992,  
33 Snowmass Village, CO 81615 or such other place as Lender may designate, as follows:

- 34 (a) Interest on the principal balance will not begin to accrue until electrical power is installed at the  
35 Property, as defined in the parties Contract for Purchase and Sale dated May 29, 2021 (“Interest  
36 Start Date”);  
37 (b) Beginning on the Interest Start Date, and continuing for six (6) months, interest on the unpaid  
38 principal balance will be earned at the rate of eight percent (8%) per annum and Borrower shall  
39 make interest-only payments of \$993.00 per month and applied first to interest;  
40 (c) Borrower shall make payment of \$50,000.00 on or before six (6) months following the Interest Start  
41 Date;  
42 (d) Beginning twelve (12) months following the Interest Start Date, and continuing for six (6) months,  
43 interest on the unpaid principal balance will be earned at the rate of eight percent (8%) per annum  
44 and Borrower shall make interest-only payments of \$660.00 per month and applied first to interest;  
45 (e) Borrower shall make payment of \$50,000.00 on or before twelve (12) months following the  
46 Interest Start Date.

47 (f) Beginning eighteen (18) months following the Interest Start Date, and continuing until the principal  
48 balance is paid in full, interest on the unpaid principal balance will be earned at the rate of eight  
49 percent (8%) per annum and Borrower shall make interest-only payments of \$327.00 per month  
50 and applied first to interest;

51 (g) Borrower shall may payment of \$49,000.00 on or before eighteen (18) months following the  
52 Interest Start Date;

53

54 however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be  
55 due and payable on on or before eighteen (18) months following the Interest Start Date, and Borrower is to  
56 pay to Lender a late charge of 12% of any payment not received by Lender within five days after payment is  
57 due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in  
58 part, at any time without penalty;

59 **2.2.** the payment of all other sums, with interest thereon at 12% per annum, disbursed by Lender  
60 in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

61 **2.3.** the performance of the covenants and agreements of Borrower herein contained.

62 **3. Title.** Borrower covenants that Borrower owns and has the right to grant and convey the  
63 Property, and warrants title to the same, subject to general real estate taxes for the current year, easements  
64 of record or in existence, and recorded declarations, restrictions, reservations covenants and other  
65 encumbrances, if any, as of this date.

66 **4. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and  
67 interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall  
68 perform all of Borrower's other covenants contained in the Note.

69 **5. Application of Payments.** All payments received by Lender under the terms hereof shall be  
70 applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and  
71 Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the  
72 balance in accordance with the terms and conditions of the Note.

73 **6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of  
74 Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all  
75 taxes, assessments and other charges, fines and impositions attributable to the Property which may have or  
76 attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set  
77 out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by  
78 Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall  
79 not be required to make payments otherwise required by this section if Borrower, after notice to Lender,  
80 shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal  
81 proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any  
82 part thereof, only upon Borrower making all such contested payments and other payments as ordered by  
83 the court to the registry of the court in which such proceedings are filed.

84 **7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected  
85 on the Property insured against loss by fire or hazards included within the term "extended coverage" in an  
86 amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to  
87 pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the  
88 foregoing shall be known as "Property Insurance."

89 The insurance carrier providing the insurance shall be qualified to write Property Insurance in  
90 Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for  
91 reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in  
92 favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days

93 before cancellation, termination or any material change of coverage. Insurance policies shall be furnished  
94 to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

95 In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender  
96 may make proof of loss if not made promptly by Borrower.

97 Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said  
98 restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired.  
99 If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be  
100 impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the  
101 excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond  
102 to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to  
103 Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to  
104 collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property  
105 or to the sums secured by this Deed of Trust.

106 Any such application of proceeds to principal shall not extend or postpone the due date of the  
107 installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and  
108 Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if  
109 under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title  
110 and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from  
111 damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums  
112 secured by this Deed of Trust immediately prior to such sale or acquisition.

113 All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies  
114 and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said  
115 insurance carriers, policies and proceeds.

116 **8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair  
117 and shall not commit waste or permit impairment or deterioration of the Property and shall comply with  
118 the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of  
119 Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing  
120 the use, ownership or occupancy of the Property.

121 **9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under  
122 § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if  
123 a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects  
124 Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by  
125 law, may make such appearances, disburse such sums and take such action as is necessary to protect  
126 Lender's interest, including, but not limited to:

127 **9.1.** any general or special taxes or ditch or water assessments levied or accruing against the  
128 Property;

129 **9.2.** the premiums on any insurance necessary to protect any improvements comprising a part of  
130 the Property;

131 **9.3.** sums due on any prior lien or encumbrance on the Property;

132 **9.4.** if the Property is a leasehold or is subject to a lease, all sums due under such lease;

133 **9.5.** the reasonable costs and expenses of defending, protecting, and maintaining the Property  
134 and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and  
135 expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal  
136 fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or  
137 holder of the certificate of purchase;

138 **9.6.** all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

139           **9.7.** such other costs and expenses which may be authorized by a court of competent  
140 jurisdiction.

141           Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance  
142 on the Property or by law or otherwise to cure any default under said prior encumbrance.

143           Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional  
144 indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from  
145 Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so  
146 disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9  
147 shall require Lender to incur any expense or take any action hereunder.

148           **10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the  
149 Property, provided that Lender shall give Borrower notice prior to any such inspection specifying  
150 reasonable cause therefore related to Lender's interest in the Property.

151           **11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in  
152 connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in  
153 lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of  
154 the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any  
155 holder of a prior deed of trust.

156           In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this  
157 Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the  
158 proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be  
159 divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed  
160 of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately  
161 prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property  
162 less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to  
163 receive any of the award, all at the value immediately prior to the date of taking.

164           If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor  
165 offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days  
166 after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's  
167 option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

168           Any such application of proceeds to principal shall not extend or postpone the due date of the  
169 installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and  
170 Insurance) nor change the amount of such installments.

171           **12. Borrower not Released.** Extension of the time for payment or modification of amortization of the  
172 sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not  
173 operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in  
174 interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings  
175 against such successor or refuse to extend time for payment or otherwise modify amortization of the sums  
176 secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's  
177 successors in interest.

178           **13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or  
179 remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such  
180 right or remedy.

181           **14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct  
182 from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by  
183 law or equity, and may be exercised concurrently, independently or successively.

184           **15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and  
185 agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors

186 and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property;  
187 Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and  
188 headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret  
189 or define the provisions hereof.

190 **16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to  
191 Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1)  
192 delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at  
193 Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender  
194 as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective  
195 upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated  
196 herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any  
197 notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when  
198 given in any manner designated herein.

199 **17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of  
200 Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law,  
201 such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect  
202 without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared  
203 to be severable.

204 **18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the  
205 Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of  
206 Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's  
207 rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be  
208 immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale  
209 and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and  
210 expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to,  
211 reasonable attorney's fees.

212 If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election.  
213 Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record  
214 a copy of such notice and shall cause publication of the legal notice as required by law in a legal  
215 newspaper of general circulation in each county in which the Property is situated, and shall mail copies of  
216 such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as  
217 may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to  
218 the highest bidder for cash at the time and place (which may be on the Property or any part thereof as  
219 permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may  
220 determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory  
221 upon the purchaser at any such sale to see to the application of the purchase money.

222 Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and  
223 expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of  
224 title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or  
225 persons legally entitled thereto.

226 **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of  
227 any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said  
228 defaults by paying all delinquent principal and interest payments due as of the date of cure, costs,  
229 expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such  
230 payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as  
231 though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

232 **20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security  
233 hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to  
234 Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property,  
235 have the right to collect and retain such rents as they become due and payable.

236 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property  
237 after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled  
238 during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be  
239 entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then  
240 owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court  
241 of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly  
242 waived.

243 Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the  
244 Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon,  
245 take possession of and manage the Property and to collect the rents of the Property including those past  
246 due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of  
247 preservation and management of the Property, second to payments due upon prior liens, and then to the  
248 sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents  
249 actually received.

250 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to  
251 release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of  
252 recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid,  
253 then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at  
254 Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect  
255 the release of this Deed of Trust.

256 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other  
257 exemption in the Property under state or federal law presently existing or hereafter enacted.

258 **23. Escrow Funds for Taxes and Insurance.** Borrower is responsible for procuring insurance  
259 insurance in accordance with § 7 and paying the required premiums. Borrower is further responsible for paying  
260 all taxes associated with the Property. Borrower shall provide evidence to Lender of timely payment of  
261 insurance and taxes within ten (10) days of payment being made.

262 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a  
263 "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property  
264 (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title  
265 (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or  
266 an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv)  
267 a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more  
268 than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial  
269 interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included  
270 as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the  
271 creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent  
272 or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each  
273 and every Transfer:

274 **24.1.** All sums secured by this Deed of Trust shall become immediately due and payable  
275 (Acceleration).

276 **24.2.** If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to  
277 Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed  
278 of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance,

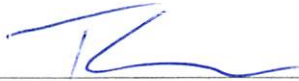
279 contract or grant expressly so provides. This covenant shall run with the Property and remain in full force  
280 and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in  
281 the same manner as with Borrower with reference to said sums including the payment or credit to  
282 Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or  
283 discharging Borrower's liability hereunder for the obligations hereby secured.

284 **24.3.** Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to  
285 § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such  
286 events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a  
287 waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof.  
288 The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not  
289 Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's  
290 said rights.

291 **25. Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.  
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293  
294  
295

EXECUTED BY BORROWER.

Ridgeback Holdings LLC, a Colorado limited liability company



By: Terry Ferrari  
Its: Manager

STATE OF Florida  
COUNTY OF palm beach

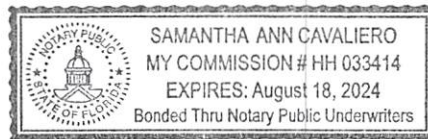
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2021,  
by Terry Ferrari.

Witness my hand and official seal.

My commission expires: 8-18-24



Notary Public



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