

INTERESTED PARTY AGREEMENT
for
FROST CREEK - HUNTER'S VIEW RESIDENCES

Please complete form and email to: HuntersView@FrostCreek.com

SELLER: HV Builder, LLC, a Colorado limited liability company
148 Youngs Preserve Road, Silverthorne, CO 80498

INTERESTED PARTY(S): _____

INTEREST DEPOSIT: \$10,000.00 (the "Interest Deposit")

HOME ADDRESS: _____
(Address) (City) (State) (Zip)

TELEPHONE NUMBERS: _____
(Home) (Work) (Cell)

E-MAIL 1: _____ E-MAIL 2: _____

RESIDENCE FLOOR PLAN PREFERENCE: Roosevelt _____ Borah _____ Scout _____

TITLE COMPANY: Land Title Guarantee Company, 1180 Capitol Street, Eagle, Colorado 81631 (970) 328-5065 ("Title Company") Escrow Agent: Nick Sheptak

Seller and Interested Party agree to the following terms and conditions:

1. **Interest in Property.** The Interest Deposit reserves for Interested Party the priority position to learn more about Hunter's View. This Interested Party Agreement (this "Agreement") does not constitute the binding agreement of Interested Party to purchase the Property or the binding agreement of Seller to sell the Property. This Agreement does not convey any legal or equitable interest in real property to Interested Party. This Agreement does not obligate Interested Party to pay real property taxes or any other costs with respect to the Property. This Agreement may not be recorded in the real property records. The Interested Party Agreement shall be held by Title Company (defined above), as provided herein, pending receipt of a mutually-executed standard purchase and sale agreement provided by Seller (the "Purchase Agreement") or returned to Interested Party pursuant to Paragraphs 2 and 3 below. If Seller and Interested Party enter into the Purchase Agreement as Seller and Purchaser, then this Agreement shall merge into the Purchase Agreement, which shall then be the sole statement of the understanding and agreement between Seller and Purchaser.
2. **Interest Deposit.** Upon executing this Agreement, Interested Party shall deposit with Title Company, an Interest Deposit in immediately available funds in the amount set forth above. The Interest Deposit shall be held by Title Company without monetary interest thereon until Title Company is authorized to disburse upon the terms of this Agreement. Contact information for Title Company is listed above. In the event that a binding Purchase Agreement is entered into between the parties hereto for the Property, the Interest Deposit shall be applied against the Earnest money due under the Purchase Agreement.
3. **Termination.**
 - A. Either Purchaser or Seller may terminate this Agreement by written notice to the other party, for any reason and at any time prior to Purchaser and Seller entering into the Purchase Agreement for the Property.
 - B. If this Agreement terminates by reason of Section 3.A., above, Title Company shall then return the Interest Deposit to Purchaser, without interest within (2) two business days, and thereupon Purchaser shall have no interest of any nature in the Property or this Agreement, and Seller shall retain all rights thereto.
4. **Representations.** Neither Seller nor its agents make any guarantees or representations, herein or otherwise, concerning the investment possibilities of the Property, and Interested Party acknowledges that neither Seller nor its agents have made any such guarantees or representations.
5. **Assignment.** Interested Party may not convey, assign, pledge, or otherwise transfer all or any part of Interested Party's rights, interests or obligations under this Agreement.
6. **Subject to Change.** All advertising, promotional materials, lot and floor plans, renderings, amenities and pricing information associated with Hunter's View and Frost Creek, and any home, homesite or cabin, are subject to change by Seller without notice in Seller's sole and absolute discretion.

7. **Attorneys' Fees.** In the event of any dispute regarding this Agreement, the prevailing party shall be awarded its attorneys' fees and costs.
8. **Notice.** Notices under this Agreement shall be in writing, and shall be hand delivered, or sent by registered or certified mail, return receipt requested, by overnight delivery service, by facsimile, or by e-mail, at the address or facsimile number on this Agreement, unless another address or facsimile number is specified in writing by the party. The notice shall be deemed delivered upon delivery to the party or to a competent person residing or employed at the party's address. E-mail shall be deemed to be delivered upon the receiving party's acknowledgment of receipt in any writing.

INTERESTED PARTY(S): Signed: _____

Print name: _____

Signed: _____

Print name: _____

SELLER : HV Builder, LLC,
a Colorado limited liability company

Signed: _____

By: _____

Print name: _____

Title: _____

SELLER'S BROKER: Frost Creek Realty, LLC,
Katherine "Kakie" Holland
1094 Frost Creek Dr, X 659, Eagle, Colorado 81631
Office Phone 970.455.3072,
huntersview@frostcreek.com License #ER.040047208

PURCHASER(S) BROKER (if any):

(Name of Broker)	(Firm)	(State of Licensure)	
(Work Address)	(City)	(State)	(Zip)
(Work)	(Cell)	(Email Address)	