

**EXHIBIT "B"**

**DEPOSIT DISCLOSURE**

TO: PROSPECTIVE PURCHASERS OF CONDOMINIUM UNITS IN THE ALPENGLOW BUILDING, STEAMBOAT SPRINGS, ROUTT COUNTY, COLORADO

FROM: 601, LLC, A COLORADO LIMITED LIABILITY COMPANY, SELLER OF CONDOMINIUM UNITS IN THE ALPENGLOW BUILDING

You have received a Purchase and Sale Agreement for a Unit in The Alpenglow Building, to which this Deposit Disclosure is an attachment as Exhibit "B."

READ THE PURCHASE AND SALE AGREEMENT CAREFULLY. SEEK PROFESSIONAL ADVICE.

If you execute the Purchase and Sale Agreement ("Agreement") and it is accepted by Seller, you are required to pay \$\_\_\_\_\_ as an Earnest Money deposit at the time you sign the Purchase and Sale Agreement. You may also be required to pay additional installments of the Purchase Price to the Seller on one or more dates subsequent to execution of the Agreement, and you may be required to provide to Seller contingent financing assurances as provided in Exhibit "C." All Earnest Money deposits will be held by Broker or Title Company. Interest on the Earnest Money, if any, shall accrue to the benefit of Purchaser.

Your Earnest Money deposits will not be returned to you, EXCEPT in the event of the occurrence of any of the following:

(1) Seller is required under the Agreement to repay your Earnest Money deposit to you, which will occur ONLY:

(a) If the Seller fails to obtain approval from the City of Steamboat Springs of a final plat of The Alpenglow Building and record such final plat in the real property records of Routt County, Colorado.

(b) If the Seller proposes to make any major change in construction of the Unit from the Plans which require Seller to increase the Purchase Price of the Unit pursuant to Paragraph 4 of the Agreement, or if Seller proposes to increase the Purchase Price as described in Paragraph 5 of the Agreement, and in either event if you elect after notice from Seller to terminate this Agreement by notice in writing to Seller; or

(c) If your Unit is not Substantially Completed within the time period provided in Paragraph 5 of the Agreement, or as such period may be extended pursuant to the terms of such Paragraph, and you elect within ten (10) days after the expected completion date or the extended completion date, whichever is later, to terminate the Agreement; or

(d) If after examining the Condominium Documents, Title Commitment, or other documents related to your Unit, you timely object and elect to terminate this Agreement; or

(e) If Seller fails to perform a material obligation set forth in the Agreement, including but not limited to failure to complete construction of the Unit within the time provided, then your sole and only remedy is to elect in writing to terminate the Agreement, and if a default of Seller has occurred and you have so elected such termination remedy, unless Seller disagrees with your notice to terminate.

(f) If the Financing Contingency is included with this Agreement and Purchaser timely notifies Seller that Purchaser is unable to obtain financing in accordance with such Financing Contingency, and therefore elects to terminate the Agreement.

(2) In the event of any material default by the Seller in the performance of the Agreement, you may elect by notice in writing to Seller to terminate the Agreement or to seek specific performance or damages. If Seller agrees that Seller has defaulted and the Agreement is so terminated, you will be required to return all documents delivered to you by Seller and Seller will repay to you the Earnest Money Deposit, without interest. If Seller disagrees with you with respect to your claim of Seller's default, then you may not receive a refund of your Earnest Money Deposit in the absence of an appropriate court order requiring such refund, which court order you will have to obtain at your cost and expense.

### RECEIPT

The undersigned Purchaser has received one copy of this Deposit Disclosure Statement and has read the same.

\_\_\_\_\_  
Purchaser  
Social Security No.: \_\_\_\_\_  
Tax I.D. No.: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser  
Social Security No.: \_\_\_\_\_  
Tax I.D. No.: \_\_\_\_\_  
Date: \_\_\_\_\_