

STRATOS SKY CABINS

INITIAL CONTRACT SIGNING PROCESS

MIMPORTANT DATES

First Date Signed Contracts May be Submitted

January 30, 2025 (Seller will not countersign until February 4, 2025)

Contract Submittal Deadline

February 4, 2025 11:00 AM MT

Contract Submittal

Contract, signed by buyer via DocuSign and received by Rod Woelfle (<u>rodw@sliferrfv.com</u>). You must receive a response email from Rod confirming receipt prior to the deadline to ensure your contract was received.

Contract Acceptance

Contracts will be countersigned by Seller digitally beginning at 11:00 AM MT on February 4, 2025, at the Slifer Smith & Frampton office in Snowmass Base Village, pursuant to the process described below.

₩ WELCOME

The following Process is intended to ensure a fair, equitable and transparent sales process for all parties interested in purchasing a Sky Cabin at Stratos.

The Sky Cabin Initial Contract Signing Process is entirely separate and independent from the process to purchase a Residence or Cloudstone – which follow an entirely different process, as outlined in a separate purchase process document. The term "Contract" in this document refers to the Sky Cabins Purchase and Sale Agreement.

Contact us:

» Phone: 970.924.9100

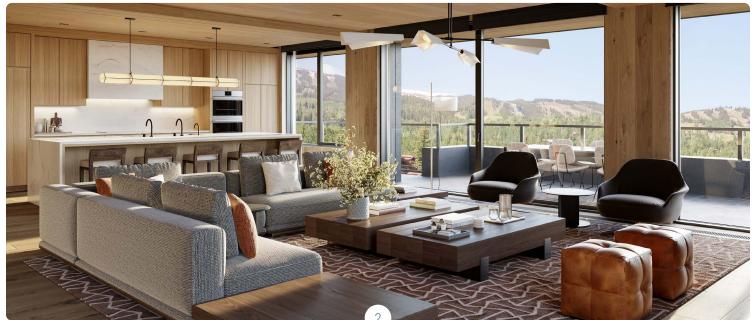
» Email: info@stratossnowmass.com

Visit us:

» Slifer Smith & Frampton Real Estate Gallery in Snowmass Base Village

» Viceroy Snowmass Sales Gallery in the Hotel Lobby





₩ INITIAL CONTRACT SIGNING PROCESS

CONTRACT SUBMITTAL DETAILS

- » Seller will begin accepting (but not signing) contracts on January 30, 2025, through its agent, Slifer Smith & Frampton (SSF).
- » All contracts must be received in the form of the Seller's standard Purchase and Sale Agreement (PSA) provided to the buyer digitally by SSF.
- » Prospective buyers should submit a contract on their "first choice" Sky Cabin on the Purchase and Sale Agreement provided by Seller/SSF.
- » Prospective buyers may also submit a second contract (through the form provided by Seller) indicating a "second choice" Sky Cabin that they would like to purchase in the event they don't get their "first choice" Sky Cabin.
- » Seller/SSF will attempt to keep prospective buyers updated if multiple contracts have been submitted on the Sky Cabin(s) that they have submitted contracts on prior to the Contract Submittal Deadline so that buyers may adjust their submittals if they so choose.

CONTRACT EXECUTION

- » All contracts received by Seller/SSF prior to February 4, 2025, at 11:00 AM MT (the "Contract Submittal Deadline") shall be deemed to have been received at that time. For example, a contract received on January 30 shall be treated the same as a contract received at 10:30 AM MT on February 4.
- » Seller will digitally countersign (execute) contracts shortly after the Contract Submittal Deadline and SSF will promptly notify prospective buyers and/or their broker when their contract has been executed.
- » Only contracts at full published price (inclusive of any Early Buyer Incentives) will be considered for execution by Seller.
- » Clean contracts without changes, amendments, or adjustments will be selected for execution over any modified contracts.
- » Seller may or may not execute any contracts at its sole discretion.
- » If a prospective buyer's contract is not executed by Seller for any reason, SSF will promptly notify prospective buyer.

SELECTION PROCESS FOR MULTIPLE CONTRACTS ON A SINGLE SKY CABIN

- » The following selection process shall be followed in the event that more than one clean (unmodified, full price with Early Buyer Incentives applied) contract is received on the same Sky Cabin by the Contract Submittal Deadline ("Competing Contracts").
- » The Competing Contracts will be entered into a blind/random selection process (names drawn from a hat or similar process) shortly after the Contract Submittal Deadline at the Snowmass Base Village Slifer Smith & Frampton office.
- » Broker, prospective buyer or an authorized representative of either are welcome to be present to observe the random selection process. SSF will offer a digital option to observe the process remotely, if requested.



- » One contract will be randomly selected through the process. This contract will be executed by Seller.
- » SSF will promptly notify the executed contract holder as well as the other prospective buyers that were not selected.

SECOND-CHOICE SELECTION PROCESS

- » If a prospective buyer is not selected to purchase their first choice Sky Cabin and has identified a second choice Sky Cabin per the Seller provided contract and addendum, and that second choice is still available after the entire first-choice selection process has been completed for all Sky Cabins, then that buyer's second-choice contract shall be executed by Seller.
- » All of the same selection parameters from the first-choice home selection process shall apply to second-choice selection process. In other words, if there are Competing Contracts in the second-choice round, the same random drawing process described above will be conducted to select a contract to be executed.

THIRD-CHOICE SELECTION PROCESS

- » If a prospective buyer participates in the selection process and is not selected for their first or second choice, the buyer will be notified by the sales team and shall have the option to purchase a residence from the remaining inventory (after the conclusion of all first and second choice processes on all Sky Cabins, but before the remaining inventory is made available to the general public) via submittal of a new Purchase and Sale Agreement.
- » Such contracts will be accepted on a first-come, first-served basis.
- » This "third choice" option shall be available only until 5:00 PM MT on February 6, 2025.
- » All remaining inventory as of 5:00 PM MT on February 6, 2025, will be made available to any and all buyers on a first-come, first-served basis thereafter.

DUE DILIGENCE

- » Prospective buyers must conduct all due diligence prior to the Contract Submittal Deadline.
- » Once a contract is mutually executed, it will become fully binding, with no due diligence contingency.
- » All buyer due diligence materials will be available by December 19, 2024, in order to provide plenty of time for purchase due diligence to be conducted prior to the Contract Submittal Deadline.

EARLY BUYER INCENTIVES

- » Only buyers that purchase during the Initial Contract Signing Process outlined herein are assured eligibility for the following Early Buyer Incentives:
 - A 3% discount off of the full list price.
 - A 5% reduction in the total amount of Earnest Money Deposit to be funded by the buyer prior to closing from 20% down to 15%.
 - Additionally, buyers who are owners (recorded on title) of an SBV residence at the time of the Initial Contract Signing Process as well as buyers who have purchased a residence from East West Partners in Snowmass previously will receive an additional 2% discount off of the full list price (equating to a total discount for these buyers of 5% off of the full list price). The list of buyers who qualify for this additional purchase price discount is strictly limited to:
 - » Owners (of record/on title) of a residence at Capital Peak Lodge, Hayden Lodge, Limelight, Lumin, One Snowmass (including Residence Club), Electric Pass Lodge, Aura, Viceroy, Cirque or Havens at the time of contract signing.
 - » Any buyer that has previously purchased a residence of any type directly from East West Partners in Snowmass.
- » Buyers must receive a written confirmation from Seller or Seller's agent of satisfying these qualifications prior to their Priority Purchase Period in order to receive this additional discount.

EARNEST MONEY DEPOSITS

- » An initial Earnest Money Deposit equal to 5% of the contract purchase price will be due within 3 days from mutual execution of the contract ("MEC").
- » An additional Earnest Money Deposit equal to 5% of the purchase price (so that earnest money totals 10%) will be due 30 days after MEC.
- » A final Earnest Money Deposit equal to 5% of the purchase price (so that the earnest money totals 15%) will be due by October 31, 2025.

₩ FREQUENTLY ASKED QUESTIONS

A. CAN I SUBMIT A CONTRACT PRIOR TO JANUARY 30, 2025?

No, the Seller will not begin accepting contracts until January 30, 2025.

B. CAN I SUBMIT A CONTRACT WITH AN OFFER PRICE HIGHER THAN THE LIST PRICE AND/OR MODIFIED TERMS THAT ARE BENEFICIAL TO THE SELLER/DEVELOPER?

Please do not. This process is not intended to be a bidding competition but rather a fair and transparent process in which all prospects are given an equal opportunity to purchase a residence at the full asking price (with Early Buyer Incentives applied) with a clean contract. If the Seller receives such a beneficially modified contract, it will need to be amended to a full-price contract without any modification (a clean contract) and will be executed as such.

C. IF I SUBMIT A SIGNED CONTRACT CAN I WITHDRAW IT PRIOR TO THE CONTRACT SUBMITTAL DEADLINE?

Certainly, but you will need to do so prior to the Contract Submittal Deadline as the Seller will begin countersigning contract soon after this deadline and once a contract is mutually executed it will become fully binding. This request for withdrawal can be done via email to Rod Woelfle (rodw@sliferrfv.com), but you must receive an email confirmation response from Rod that your withdrawal was received and processed. In this case, the Seller will immediately discard your contract. Absent a confirmed withdrawal, your contract may be countersigned on the Contract Submittal Deadline and become binding.





₩ KEEP IN TOUCH

Hopefully this summary of the Stratos Sky Cabins Initial Contract Signing Process is helpful. We strongly encourage brokers, prospective buyers and any legal representatives to review the formal Purchase and Sale Agreement, HOA documents, FAQ's, etc., well in advance of the Contract Submittal Deadline to fully understand all binding and legal requirements of the contract prior to signing a contract, which will become fully binding with no due diligence contingency upon countersigning by Seller. If you have any specific questions, please feel free to contact our sales team at info@StratosSnowmass.com or contact your attorney or broker directly.

Seller reserves the right to modify this process at their sole discretion.



IMPORTANT NOTICE: All depictions shown herein are artist conceptual renderings and drawings and are intended solely for illustrative purposes. The Stratos condominiums are being developed and sold by SV Building 10a Development LLC, which is part of the family of related but independent companies affiliated with East West Partners, Inc. SV Building 10a Development LLC is a separate, single-purpose entity that is solely responsible for all of its obligations and liabilities, and it is not the agent of East West Partners, LLC, or any other entity. Any reference to "East West Partners, LLC or any other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West Partners, LLC or any other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations or liabilities of SV Building 10a Development LLC: "East West" is a service mark of East West Partners, LLC or nearly other entity is responsible for the obligations of the entity of the entity is responsible for the obligations of the entity of the entity of the entity

EQUAL HOUSING OPPORTUNITY. All information is subject to change without notice. Presented by Slifer Smith & Frampton Real Estate. All depictions shown herein are artist conceptual renderings and drawings and are intended solely for illustrative purposes. They may not accurately represent the details of this specific residence and do not constitute an agreement or commitment on the part of the Seller to deliver the residence in accordance with such illustrations. The orientation, views, window configurations, features, ceiling heights and design elements vary from home to-home. Any square footage measurements indicated herein are approximate only. Square footage calculations may be made in a variety of manners and different methods may yield different results. All residences are sold unfurnished—the furniture shown on the floor plan is not included in purchase price and is shown as a conceptual reference of potential room layouts. Interested buyers are advised to inspect the plans and specifications and to consult the terms of the Purchase and Sale Agreement for the design details and other information important to the purchase of each specific home.