



## PROSPECTIVE PURCHASER VETTING AND BUYER REQUIREMENTS

All prospective purchasers are hereby notified that Property Owner, through Company, reserves the right to vet and qualify any prospective purchaser before entering into, accepting, or proceeding under any purchase agreement. This vetting process is conducted to protect the integrity of the sale process and may include review and evaluation of any or all of the following:

- **Financial Capability:** Proof of funds, financial statements, bank or investment account verifications, or other evidence satisfactory to Property Owner demonstrating the prospective purchaser's ability to close the transaction, including evidence of equity capital sufficient to complete the purchase
- **Debt Financing & Lender Qualification:** Identification and qualification of any lender, debt provider, equity partner, or other capital source contributing to the purchase, including evidence of a financing commitment, term sheet, or proof of lender capability; Property Owner reserves the right to approve or reject proposed financing structures at its sole discretion
- **Due Diligence Capability:** Confirmation that the prospective purchaser has the operational capacity, qualified personnel, and sufficient time within the contract's due diligence period to complete a thorough investigation of the property
- **Purchase Entity Standing & Structure:** Documentation establishing the legal existence, good standing, and authority of any purchasing entity, including formation documents, operating agreements, certificates of good standing, resolutions authorizing the transaction, and identification of all principals, members, partners, officers, or beneficial owners with a material interest in the transaction
- **Foreign Person or Entity Disclosure:** Disclosure of any foreign national, foreign corporation, foreign partnership, foreign trust, foreign government, or other foreign person or entity (as defined under FIRPTA, CFIUS regulations, and any other applicable federal, state, or local law) involved in or financially benefiting from the proposed purchase, whether directly or indirectly through any ownership tier; compliance with all applicable foreign investment reporting and disclosure requirements is a condition of proceeding
- **Additional Information:** Any other financial, legal, organizational, or background information reasonably requested by Property Owner or Company in connection with evaluation of the prospective purchaser's qualifications and suitability

This vetting process applies equally to all prospective purchasers and shall not be exercised in a manner that constitutes discrimination on any basis protected by applicable federal, state, or local fair housing or anti-discrimination laws. Property Owner and Company reserve the right to decline to proceed with any prospective purchaser who fails to provide requested information within a reasonable timeframe or whose submitted information does not meet applicable qualification standards.

### **Non-Disclosure Agreement — Protection of Buyer Information**

In recognition of the sensitive financial, organizational, and personal information that prospective purchasers may be required to provide in connection with the vetting process, Property Owner and Company agree to execute a Mutual Non-Disclosure Agreement ("Mutual NDA") with each prospective purchaser prior to the exchange of any confidential vetting information. The Mutual NDA shall provide the following protections for the prospective purchaser:

- All financial statements, proof of funds documentation, lender information, entity formation documents, ownership disclosures, and other confidential information provided by the prospective purchaser ("Buyer Confidential Information") shall be held in strict confidence by Property Owner and Company
- Buyer Confidential Information shall be used solely for the purpose of evaluating the prospective purchaser's qualifications in connection with the subject transaction and for no other purpose
- Buyer Confidential Information shall not be disclosed to any third party without the prospective purchaser's prior written consent, except as required by applicable law, court order, or regulatory authority, or as necessary to advisors of Property Owner and Company (including legal counsel, accountants, and lenders) who are themselves bound by confidentiality obligations
- Upon written request following the conclusion of or termination of any transaction negotiations, Property Owner and Company shall promptly return or destroy all Buyer Confidential Information in their possession

- Confidentiality obligations shall survive termination of negotiations or closing of any transaction for a period of not less than three (3) years

No confidential information from a prospective purchaser will be requested or retained prior to execution of the Mutual NDA. Prospective purchasers are encouraged to consult with their own legal counsel prior to executing any NDA or submitting confidential information.

#### **NDA Requirement — Buyer's Broker & Allied Professionals**

In addition to the prospective purchaser, Property Owner and Company may require that the prospective purchaser's broker, agents, and any allied professionals engaged in connection with the transaction also execute a Non-Disclosure Agreement prior to receiving any confidential property information or Buyer Confidential Information. Allied professionals who may be subject to this requirement include, without limitation:

- Buyer's real estate broker(s), agents, and support staff with access to confidential transaction materials
- Legal counsel representing the prospective purchaser in connection with the transaction
- Financial advisors, investment bankers, and capital markets advisors
- Lenders, mortgage brokers, and debt placement agents
- Accountants, auditors, and tax advisors
- Property inspectors, environmental consultants, and engineers engaged during due diligence
- Title and escrow officers with access to non-public transaction terms
- Any other consultant, advisor, or third party who receives confidential information in connection with evaluation of the property

The prospective purchaser is responsible for ensuring all members of its team execute the required NDA prior to receiving any confidential information. Property Owner and Company reserve the right to withhold confidential property materials from any party who has not executed a satisfactory NDA, regardless of that party's relationship to the prospective purchaser.

#### **Required Due Diligence Checklist**

As a condition of any purchase, all prospective purchasers are required to execute a Due Diligence Checklist prior to, or concurrent with, the execution of a purchase agreement. Execution of the checklist constitutes the prospective purchaser's acknowledgment that they have had a full and fair opportunity to investigate the property independently and are not relying solely on the contents of any marketing materials in making their purchase decision. The checklist covers all material aspects of the property and transaction, including but not limited to:

- Physical condition of improvements, systems, and infrastructure
- Property boundaries, survey, and legal description
- Title condition, encumbrances, easements, and covenants, conditions, and restrictions (CC&Rs)
- Current and proposed entitlements, zoning classifications, permitted uses, and development potential
- Environmental conditions, hazardous materials, and regulatory compliance
- Flood zone designation, seismic, and other natural hazard disclosures
- Current and pending assessments, liens, taxes, and special districts
- Utilities availability, capacity, and connection status
- Surrounding land uses, adjacent development activity, and neighborhood conditions
- Status of public roads, parking, access easements, and rights-of-way
- Proximity, availability, and current status of public transportation routes and stops

- Proximity and current status of trails, parks, open space, and recreational amenities
- Traffic signal locations, traffic patterns, and any known planned roadway changes
- View corridors, solar access, and any known planned or permitted development on adjacent parcels that may affect views or sunlight
- Requisite business licenses required to lawfully operate any intended use at the property, including general business licenses and any use-specific licenses required by state or local law
- Privileged licenses and permits subject to separate governmental approval processes, including but not limited to alcoholic beverage licenses (beer, wine, spirits, on-premise, off-premise, club, or private club), tobacco retail licenses, cannabis or controlled substance permits, firearms dealer licenses, pawnbroker licenses, adult use permits, and any other license classified as a privilege under applicable law; prospective purchasers are advised that privileged licenses are non-transferable in most jurisdictions and that issuance is not guaranteed regardless of prior use at the property
- Departmental, commission, and regulatory approvals required for the intended use, including but not limited to: Health Department permits and food service licenses; Fire Marshal occupancy and operational permits; Building Department certificates of occupancy and use permits; Planning Commission or Board of Adjustment approvals for conditional uses, variances, or special exceptions; State or federal agency licenses or operating permits (including EPA, UDEQ, UDOH, or equivalent); professional licensing board approvals; and any other approval, certification, or permit required by a governmental body as a condition of lawful operation
- Transferability and assignability of any existing licenses, permits, or approvals, and the timeline and requirements for obtaining new or replacement approvals in connection with a change of ownership or change of use
- Applicability and current status of any historic preservation, design review, or overlay district requirements
- Financial projections, pro formas, and market data included in or referenced by marketing materials
- All other matters deemed material by the prospective purchaser or their advisors

Neither Company nor Property Owner shall be liable for any claims arising from conditions that were discoverable through reasonable due diligence and that are addressed in the Due Diligence Checklist.

### **Limitation of Liability**

To the fullest extent permitted under applicable Utah law, neither Company nor Property Owner shall be liable to any User, prospective purchaser, tenant, cooperating broker, or other third party for any direct, indirect, incidental, consequential, or special damages arising from: (i) reliance on any information published on this website or in associated marketing materials; (ii) any inaccuracy, omission, or change in any information described herein; (iii) any decision to purchase, lease, or not purchase or lease based on such information; or (iv) any condition of the property or its surrounding area not disclosed in writing prior to closing. Users access and rely on information published on this website entirely at their own risk.