

## Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is entered into and made effective as of \_\_\_\_\_, 2026 (“Effective Date”) by and between **#1 Properties** (“Disclosing Party”) by Buck Wilson, Agent; contact cell 307-221-1502 and/or email: [buck@cheyennehomes.com](mailto:buck@cheyennehomes.com) and \_\_\_\_\_ (“Recipient”) (each a “Party” and collectively the “Parties”).

1. **Purpose.** Disclosing Party and its Representatives (as defined herein) may from time to time provide Recipient and its Representatives with certain proprietary and non-public information in connection with Disclosing Party’s potential acquisition of real property in or near Cheyenne, Wyoming (“Purpose”), subject to and upon the terms and conditions set forth herein.

a. **Address:** 1900 Converse Ave Cheyenne, WY 82001 (**Building Only**)

2. **Definitions.** For the purposes of this Agreement, the terms set forth herein shall have the following meaning:

(a) “Affiliate(s)” shall include and mean any other person or entity that directly or indirectly controls, is controlled by or is under common control with a Party. For this purpose the terms “controls”, “controlled by”, and “under common control with” shall mean the ownership of fifty percent (50%) or more of the voting stock or other equity or ownership interests in an entity or the ownership of such other rights or interests that grant to the owner or holder thereof the ability to direct the management or policies of an entity, whether through the ownership of voting rights, by contract, or otherwise.

(b) “Confidential Information” includes all of the following information not expressly excluded by Section 3 of this Agreement: written and oral information and material, in tangible or intangible form (including, without limitation, technical, operating, business, marketing, environmental, geographic information systems shape files, maps, customer, pricing, expense, sales and financial information), which Disclosing Party or its Representatives provides to a Recipient or its Representatives in connection with the Purpose.

(c) “Representatives” means the officers, directors, employees, partners, agents, lenders, legal and financial advisors or other representatives of a Party and/or their Affiliates.

3. **Exclusions.** Confidential Information shall not include information that: (a) prior to the Effective Date, was already in the possession of the Recipient or its Representatives without obligation of confidence; (b) is developed or conceived by the Recipient or its Affiliates without the use of or reference to the Confidential Information; (c) is or becomes publicly available other than as a result of disclosure thereof by Recipient or its Representatives in breach of this Agreement; or (d) is or becomes rightfully acquired by the Recipient or its Representatives without obligations of confidentiality or restrictions as to use, from a source other than the Disclosing Party or its Affiliates or the Representatives of the Disclosing Party or its Affiliates, who, to the knowledge of Recipient, was not under a contractual or other obligation of confidentiality and/or non-use.

4. **Non-disclosure of Confidential Information.** Subject to the provisions of Section 5 herein, Recipient shall: (a) keep in strict confidence the Confidential Information; (b) not, without the express prior written consent of Disclosing Party, disclose or permit Confidential Information to be disclosed to anyone other than its Representatives who have a legitimate need to review or evaluate the Confidential Information; and (c) not use, and not permit its Representatives to use, Confidential Information for any purpose other than the Purpose. Any person receiving Confidential Information pursuant to (b) above shall be informed by the Recipient of and be made aware of this Agreement, the confidential nature of the Confidential Information and the other terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives as though such failure was a failure to comply with this Agreement by the Recipient.

5. **Compelled Disclosures.** If the Recipient or any of its Representatives hereunder concludes that it is legally compelled (by oral questions, interrogatories, requests for information, subpoena of documents, civil

investigative demand or similar process or otherwise pursuant to applicable law) to disclose any Confidential Information, the Recipient shall (if permitted by applicable law, rule or regulation) provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective order and/or waive Recipient's obligation to comply with the provisions of this Agreement. Notwithstanding the foregoing in this Section 5, if in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or any of its Representatives is, in the opinion of its counsel, compelled to disclose Confidential Information, the Recipient or its Representatives, as applicable, may disclose without liability hereunder (but with prompt written notice to the Disclosing Party, if permitted by applicable law, rule or regulation, and to the extent practicable, prior notice) only that portion of Confidential Information that, in the opinion of counsel, is legally required; provided, however, that the Recipient or its Representatives shall use commercially reasonable efforts (without expending any funds) to provide reasonable cooperation to the Disclosing Party in the Disclosing Party's efforts (at its cost) to obtain a protective order or other appropriate protection of the Confidential Information.

**6. Return of Confidential Information.** Upon written demand by Disclosing Party, the Recipient shall promptly (within twenty (20) days of receipt of such written demand) return, cause to be returned to Disclosing Party, or destroy, in the Recipient's sole discretion, all Confidential Information, and any copies thereof. The completeness of any such return or destruction of information shall be confirmed in writing to the Disclosing Party by the Recipient. Return of the Confidential Information shall not extinguish the obligations and liabilities of the Recipient and its Representatives to the Disclosing Party and its Affiliates, if applicable, for non-disclosure and non-use specified herein, which obligations and liabilities shall remain in full force and effect for the period specified in Section 9 below. Notwithstanding the foregoing in this Section 6, Recipient and/or its Representatives shall not be deemed to have retained or failed to destroy any Confidential Information which are contained on servers or backup sources if such Confidential Information is deleted from local hard drives and no attempt is made to recover such Confidential Information. Any Confidential Information retained by Recipient pursuant to the preceding sentence shall remain subject to the terms of this Agreement and such Confidential Information may not be used or disclosed except in accordance with the terms of this Agreement either during or after the period specified in Section 9 below.

**7. NO REPRESENTATIONS, WARRANTIES, OR LIABILITY.** RECIPIENT AND ITS REPRESENTATIVES ACKNOWLEDGE THAT THE DISCLOSING PARTY AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS AS TO THE ACCURACY AND/OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION PURSUANT TO THIS AGREEMENT, AND AGREE THAT NEITHER THE DISCLOSING PARTY NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER TO THE RECIPIENT OR ITS REPRESENTATIVES FOR ANY USE MADE BY THE RECIPIENT OR ITS REPRESENTATIVES OF THE CONFIDENTIAL INFORMATION, OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

**8. No offer.** The sole purpose of this Agreement is to provide for access to Confidential Information in connection with the Purpose while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Nothing contained herein is intended to require either Party to provide any information (including Confidential Information hereunder) with respect to the Purpose, or to confer upon either Party the right or any obligation to participate in any project or transaction in connection with the Purpose. Furnishing information (including Confidential Information hereunder) does not constitute an offer by any Party hereto. The Parties agree that unless and until a definitive written agreement between the Parties with respect to any potential project or transaction has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, no Party hereto will be under any legal obligation of any kind whatsoever with respect to any project or transaction by virtue of this Agreement or any written or oral expression with respect to such a project or transaction by any Party or their respective Representatives, except, in the case of this Agreement, for the matters specifically agreed to herein.

9. **Term.** This Agreement and its obligations and liabilities shall commence on the Effective Date and remain in full force and effect for a period of two (2) years following the last date of disclosure of Confidential Information by Disclosing Party or its Representatives to Recipient or its Representatives.

10. **Injunctive Relief; Specific Performance.** Damages resulting from the breach of the terms hereof may be impossible to measure accurately, and injuries sustained by a Party from any such breach may be impossible to calculate and remedy. Therefore, the Parties acknowledge that, in the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief and specific performance of the covenants contained in this Agreement in addition to any other remedy to which it may be entitled at law or in equity. Notwithstanding anything contained herein, in the event of any breach of or dispute under this Agreement, a Party shall be liable only for actual damages as a direct result of the breach of this Agreement and neither Party shall seek, and no court or arbitrator shall award, punitive, consequential, incidental or special damages in any form or amount.

11. **Access.** In the event Recipient is permitted physical access to any of the Disclosing Party's facilities, Recipient agrees to the extent permitted by applicable law, to release, indemnify, defend and hold harmless the Disclosing Party and its Representatives from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such facilities arising in connection with Recipient's entry onto the premises, unless caused by, related to, or arising from the gross negligence or willful misconduct of the Disclosing Party and/or its Representatives. Recipient agrees to comply fully with all rules, regulations and instructions issued by the Disclosing Party regarding its actions while entering, upon, or leaving the facilities of the Disclosing Party.

12. **Amendment; Waiver.** This Agreement may not be modified in any manner, except by written amendment duly executed by all Parties. No failure in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____