

GATEWAY

A Mixed-Use Development

Gateway East LLC • Gateway West LLC

A Note to Prospective Buyers and Partners

Thank you for your interest in the Gateway development. We have structured this opportunity to be reviewed as openly as possible, and we want to be direct about how we handle information up front.

We are not requiring you to sign a non-disclosure agreement as a condition of receiving project information. Our materials — including the offering summary, market and competition analysis, regulatory background, site information, and supporting data room contents — are being made available to qualified prospective buyers and partners without a signed NDA as a precondition. We would rather you have what you need to evaluate Gateway quickly and on its merits than slow the process with paperwork.

That said, we understand that many institutions, funds, and operating companies have internal policies, fiduciary obligations, or simply a preference for documenting a confidential exchange. If your organization would like a mutual non-disclosure agreement in place before we proceed, we are glad to sign one. A form of Mutual Non-Disclosure Agreement is attached on the following pages for your convenience.

The attached form is mutual by design: it protects information that flows in both directions, so that anything you share with us in the course of evaluating a transaction is afforded the same protection as the information we share with you. You are welcome to use the attached form as-is, to mark it up, or to send us your own preferred form for review.

In short: no NDA is required to receive Gateway materials — but if you would like one, we will gladly execute the agreement that follows.

We look forward to working with you.

Gateway East LLC and Gateway West LLC

Project Contact: _____

Email: _____ Phone: _____

MUTUAL NON-DISCLOSURE AGREEMENT

Gateway Development — Gateway East LLC & Gateway West LLC

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”), by and between:

Gateway East LLC, a _____ limited liability company, and Gateway West LLC, a _____ limited liability company, each with a principal address at _____ (together, “Gateway”); and

_____, a _____ [corporation / limited liability company / partnership / individual], with a principal address at _____ (the “Counterparty”).

Gateway and the Counterparty are each referred to as a “Party” and together as the “Parties.” Gateway East LLC and Gateway West LLC are jointly and severally bound by this Agreement as the single Party defined as Gateway. Each Party may act as a discloser of Confidential Information (a “Disclosing Party”) and as a recipient of Confidential Information (a “Receiving Party”).

RECITALS. The Parties wish to explore a possible business relationship relating to the development, financing, acquisition, sale, leasing, or operation of the mixed-use project known as “Gateway” (including its Gateway East and Gateway West components, and any racetrack, RV park, casino, hotel, truck stop, cultural, and related elements) (the “Purpose”). In connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information. In consideration of the mutual covenants below, the Parties agree as follows:

1. **Definition of Confidential Information.** “Confidential Information” means any non-public information disclosed by or on behalf of a Disclosing Party to a Receiving Party, whether in writing, orally, electronically, visually, or by inspection of tangible objects, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: business plans, offering and marketing materials, financial models and projections, capital structure and financing terms, site and parcel information, surveys, designs, market and competition analyses, regulatory strategy and communications, buyer and partner lists, operator arrangements, the existence and contents of the data room, and the fact that discussions between the Parties are occurring and any terms under discussion.
2. **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate:
 - (a) was already known to the Receiving Party, without obligation of confidentiality, before disclosure by the Disclosing Party;
 - (b) is or becomes publicly available through no act or omission of the Receiving Party;
 - (c) is rightfully received by the Receiving Party from a third party without obligation of confidentiality and without breach of any duty owed to the Disclosing Party; or

- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
3. **Use of Confidential Information.** The Receiving Party shall use the Confidential Information solely for the Purpose and for no other purpose. The Receiving Party shall not use the Confidential Information for its own benefit or the benefit of any third party, or in any way that is detrimental to the Disclosing Party.
 4. **Protection and Non-Disclosure.** The Receiving Party shall protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than a reasonable degree of care. The Receiving Party shall not disclose Confidential Information to any person except to its Representatives (as defined below) who have a need to know it for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. The Receiving Party is responsible for any breach of this Agreement by its Representatives. "Representatives" means a Party's directors, officers, members, managers, employees, affiliates, and professional advisors (including attorneys, accountants, lenders, and financing sources) engaged in connection with the Purpose.
 5. **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other remedy. The Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain confidential treatment for it.
 6. **No License or Warranty.** All Confidential Information remains the property of the Disclosing Party. No license or other right under any patent, copyright, trademark, trade secret, or other intellectual property right is granted by this Agreement. Confidential Information is provided "AS IS." The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall have no liability arising from the Receiving Party's use of or reliance on it. Any binding obligations will arise only under a separate definitive written agreement, if and when executed.
 7. **No Obligation to Proceed.** Nothing in this Agreement obligates either Party to proceed with any transaction or business relationship. Each Party reserves the right to terminate discussions at any time, for any reason, without liability.
 8. **Return or Destruction.** Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including copies and derivatives, and certify such destruction in writing if requested. The Receiving Party may retain one archival copy and copies created by routine electronic backup, subject to the continuing confidentiality obligations of this Agreement.
 9. **Term.** This Agreement applies to Confidential Information disclosed during the period beginning on the Effective Date and ending two (2) years thereafter (the "Disclosure Period"). The confidentiality obligations in this Agreement shall survive for a period of three

(3) years following the date of disclosure of the relevant Confidential Information, except that obligations with respect to information constituting a trade secret shall continue for as long as such information remains a trade secret under applicable law.

10. **No Solicitation of Confidentiality Beyond Scope.** This Agreement does not restrict either Party from pursuing or developing other projects, including competing projects, provided it does not use the other Party's Confidential Information in doing so. The exchange of information under this Agreement does not create any exclusivity, joint venture, partnership, or agency relationship between the Parties.
11. **Remedies.** The Parties agree that monetary damages may be inadequate to remedy a breach of this Agreement, and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting a bond.
12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Laramie County, Wyoming for any dispute arising out of or relating to this Agreement.
13. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding that subject matter. It may be amended only by a writing signed by both Parties. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may not be assigned by either Party without the other's prior written consent, except to an affiliate or in connection with a merger or sale of substantially all assets. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

GATEWAY

Gateway East LLC and Gateway West LLC, jointly and severally

Gateway East LLC

By: _____

Name: _____

Title: _____

Date: _____

Gateway West LLC

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPARTY

Entity Name: _____

By: _____

Name: _____

Title: _____

Date: _____

This document is a template provided for convenience and does not constitute legal advice. Gateway recommends that each Party have this Agreement reviewed by its own legal counsel before signing.