

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In order to protect the Confidential Information (as defined below) which may be disclosed between BHGG, LLC, a Nebraska limited liability company, Bay Hills Club, L.L.C., a Nebraska limited liability company (and their respective affiliates), on the one hand, and Garrett Svoboda_ (and its affiliates), on the other hand (together, the "Parties" and each individually, a "Party") in connection with a potential business and real estate transaction between the Parties (the "Business Purpose"), the Parties are entering into this Mutual Non-Disclosure and Confidentiality Agreement (this "Agreement"). The purpose of this Agreement is to protect the confidentiality of certain information shared by or disclosed to the Parties in connection with the Business Purpose.

In no event shall the Receiving Party use less than a reasonable degree of care to protect and preserve the Disclosing Party's Confidential Information including its obligation to not, without the Disclosing Party's prior written permission: (a) transfer or disclose any of the Disclosing Party's Confidential Information to any third party; (b) use any of the Disclosing Party's Confidential Information for any purpose other than in connection with the Business Purpose; or (c) take any other action with respect to the Disclosing Party's Confidential Information inconsistent with the confidential and proprietary nature of such information. Notwithstanding clause (a) of this Section, the Receiving Party may disclose the Disclosing Party's Confidential Information to the officers, directors, employees, affiliates, consultants, attorneys, accountants, agents or other representatives (each, a "Representative") of the Receiving Party who have a need to know such Confidential Information solely in connection with the Business Purpose. Receiving Party agrees, at its sole expense, to take all reasonable measures to restrain any Representative granted access to Confidential Information from using such Confidential Information other than in accordance with the Business Purpose and otherwise in accordance with this Agreement. Receiving Party acknowledges that it will be responsible for any breach of this Agreement by any of its Representatives, except those Representatives who have (i) entered into a separate written agreement with Disclosing Party regarding the use or disclosure of the Confidential Information; or (ii) agreed in writing to abide by the terms and conditions of this Agreement.

1. Confidential Information. "Confidential Information" shall include all information of a Party to which the other Party has had or will have access in connection with the Business Purpose, whether before or after the date hereof, whether in oral, written, graphic or machine-readable form and that shall not be required to be marked as confidential, including without limitation, names and expertise of employees and consultants, markets, inventions, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, business practices, marketing information and material, proposed marketing campaigns and concepts, mock ups of various forms of marketing and advertising collateral, information about customers, customer names, customer lists, proprietary ideas, concepts, know-how, methodologies and all other information related to a Party's business. Confidential Information shall also include all information of a third party to which the Receiving Party (as defined in Section 2 below) has access, and all notes, analyses and studies prepared by a Party or any of its Representatives (as defined in Section 3 below), to the extent such information includes any of the Confidential Information described in this Section 1.

2. Exclusions to Confidential Information. Confidential Information shall not include information that: (a) is in the public domain at the time of its use or disclosure through no fault of the Party receiving Confidential Information (the "Receiving Party") or its Representatives in breach of this Agreement; (b) was lawfully in the possession of or demonstrably known by the Receiving Party prior to its receipt from the Party disclosing Confidential Information (the "Disclosing Party"); (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) becomes known by the Receiving Party from a third party and, to the Receiving Party's knowledge, is not subject to an obligation of confidentiality to the Disclosing Party.

3. Use of Confidential Information. The Receiving Party shall maintain the confidentiality of the Disclosing Party's Confidential Information by using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information. In the event that the Disclosing Party accidentally discloses additional information irrelevant to the Business Purpose, the Disclosing Party can request that the information be immediately redacted, deleted, and/or returned.

4. Compelled Disclosures. Notwithstanding anything in this Agreement to the contrary, if the Receiving Party or any of its Representatives is requested or required to disclose any of the Disclosing Party's Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party shall, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is, in the reasonable opinion of its counsel, compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with, the Legal Requirement.

5. Notice of Disclosure. In the event that the Receiving Party learns or has reason to believe that Confidential Information of the Disclosing Party has been disclosed to an unauthorized third party, the Receiving Party will promptly give notice of such event to the Disclosing Party.

6. **Term.** Each Party's obligations as a Receiving Party under this Agreement shall survive for a period of two (2) years from the effective date of this Agreement, unless such Confidential Information amounts to a trade secret under applicable law, in which case such obligations shall last so long as such Confidential Information remains a trade secret.

7. **Return; Destruction.** The Disclosing Party may demand in writing at any time (including upon and after termination or expiration of this Agreement) that the Receiving Party return or, at the Receiving Party's option, certify the destruction of the Disclosing Party's Confidential Information, including notes and copies, within the possession or control of the Receiving Party or in the possession or control of the Receiving Party's Representatives. The Receiving Party shall comply with this request within fifteen (15) days after receipt of the notice and provide written certification to the Disclosing Party that it has returned or destroyed all Confidential Information as requested. Notwithstanding the foregoing, the Receiving Party or its Representatives may retain archival copies of the Disclosing Party's Confidential Information in accordance with policies and procedures designed to comply with legal, regulatory and professional requirements, and solely to demonstrate compliance therewith.

8. **Ownership.** All of the Disclosing Party's Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Further, with respect to all Confidential Information of the Disclosing Party disclosed hereunder, the Disclosing Party shall retain any and all right, title and interest in: (a) all copyrights, trade secrets, trademarks, service marks and patents contained in such Confidential Information; (b) all ideas, concepts, knowledge, methodologies, templates, techniques, and any other form of know-how, embodied in such Confidential Information; and (c) any other intellectual property right it may have in such Confidential Information. No rights or licenses of any kind are granted by this Agreement except the right to use such information in accordance with the terms of this Agreement. Unless otherwise agreed to by the Parties or unless the context of disclosure requires otherwise (i.e., a Party providing information in response to a request for proposal), the Disclosing Party makes no warranties or representations with respect to any Confidential Information disclosed hereunder.

9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to its choice of laws principles.

10. **Equitable Relief.** Each Party as the Receiving Party acknowledges that a breach of its obligations to the Disclosing Party under this Agreement may, as determined by a court of

competent jurisdiction, result in irreparable and continuing damage to the Disclosing Party for which monetary damages will not be sufficient, and agrees that, in the event of such breach, the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

11. **Future Dealings.** Neither Party has an obligation under this Agreement to purchase any service or item from, or enter into any transaction with, the other Party. The Parties are, and shall remain at all times, independent contractors and this Agreement shall not be construed to create any joint venture, partnership, or employment relationship of any kind. No amendment or other modification to this Agreement shall be valid or binding with respect to either Party unless acknowledged and agreed to in writing and signed by a duly authorized officer of each Party.

12. **Non-Solicit.** Each Party agrees that for a period of eighteen (18) months from the date of this Agreement, such Party shall not directly or indirectly solicit or hire any employee of the other Party; provided, however, nothing in this Agreement shall prevent Receiving Party from engaging in general solicitation or advertising for personnel or from responding to contacts first initiated by an employee of the other Party.

13. **Miscellaneous.** Any forbearance or delay on the part of either Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party and any attempt to do so without such consent shall be null and void. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. There shall be no third party beneficiaries to this Agreement. This Agreement may be executed in counterparts which, taken together, shall constitute one Agreement and each Party may execute this Agreement by signing such counterpart.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 7th day of June, 2024

BHGG, LLC, and its affiliates

By: Kelly Hubbell

Title: Member

By: _____

Name:

Bay Hills Club, L.L.C., and its affiliates

By: Kelly Hubbell

Title: Member