MEMORIAL CROSSING

CONFIDENTIALITY AND REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AND REGISTRATION AGREEMENT (this "**Agreement**") shall pertain to certain investment information whether furnished before or after the date hereof, and regardless of the manner in which it is furnished (the "**Offering Information**") to be forwarded to_____, (the "**Potential Purchaser**") regarding the purchase of the property known as Memorial Crossing located in Tulsa, OK (the "**Property**").

The Offering Information contains selected information pertaining to the Property and has been prepared by Disney Investment Group, agent of the Owner (the "**Broker**") and the Owner. The Offering Information does not, however, purport to be all-inclusive or contain all of the due diligence information which a prospective purchaser may require to make an informal acquisition decision. Neither the Owner nor the Broker, or any of their officers, employees, or agents make any representation or warranty expressed or implied, as to the accuracy or completeness of the Offering Information, and no legal liability is assumed to be implied with respect thereto.

The information provided in the Offering Information has been gathered from sources that are deemed reliable, but neither the Owner nor Broker warrants or represents that the Offering Information is true, correct, or complete. Potential Purchaser is advised to verify information independently as part of its due diligence. The Owner reserves the right to change the price, or any information in the Offering Information or to withdraw the Property from the market at any time, without notice. The Offering Information is not to be construed as an offer or as any part of a contract to sell the Property.

By executing this Agreement, Potential Purchaser requests the delivery of the Offering Information and agrees that the Offering Information and its contents are confidential, that it will hold and treat the Offering Information in the strictest of confidence, that it will not directly or indirectly disclose, or permit anyone else to disclose, the Offering Information or its contents to any other person, firm, or entity, without prior written authorization of the Owner and Broker, and that it will not use or permit to be used the Offering Information (i) for any purpose other than to evaluate the Property for purchase, or (ii) in any fashion or manner detrimental to the interest of the Owner or Broker. Photocopying or other methods of duplication of the Offering Information is strictly prohibited.

By executing this Agreement, Potential Purchaser acknowledges and agrees to the following with regard to the Property: (1) Potential Purchaser is acting as a principal and is not represented by any broker or agent; (2) Potential Purchaser is not expecting, nor entitled to, any brokerage commission; (3) Broker represents the Owner and Potential Purchaser acknowledges and agrees that Broker is not representing the Potential Purchaser in the purchase of the Property; (4) Potential Purchaser is not relying on any verbal or written information provided by Broker in its decision to acquire the Property: (5) the unauthorized disclosure of the Offering Information may cause the Owner or the Broker irreparable harm for which money damages may not be an adequate remedy, and without prejudice to the rights and remedies otherwise available to the Owner or Broker, Owner or the Broker shall be entitled to equitable relief (in addition to any monetary damages) by way of injunction if the Potential Purchaser or any of their representatives breach or threaten to breach any of the provisions of this Agreement; and (6) Potential Purchaser shall **INDEMNIFY, DEFEND** and **HOLD HARMLESS** the Owner or Broker for any loss, cost or damages incurred by the Owner and the Broker for any breach of this Agreement by Potential Purchaser or its representatives (including reasonable attorneys' fees).

Owner expressly reserves the right, at Owner's sole and absolute discretion, to change terms and/or conditions, reject any and all proposals or expressions of interest in the Property, and to terminate discussions with any party at any time with or without notice. **The Offering Information shall not be deemed to represent the current status of the Property or constitute an indication that there has been no change in the relevant information relating to the Property since the date of preparation of the Offering Information.** In the event Potential Purchaser elects not to pursue the purchase of the Property, Potential Purchaser agrees to immediately return the Offering Information to the Broker at the following address:

Owner or Broker:

c/o Disney Investment Group
5515 Caruth Blvd.
Dallas, Texas 75209

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Exclusive venue for all legal proceedings brought by either party for the enforcement of this Agreement or the interpretation or construction of the terms and provisions hereof shall be brought in a court of competent jurisdiction in Dallas County, Texas.

In the event that one or more of the provisions in this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement.

This Agreement may be executed in two or more counterparts, and contains the entire agreement between Potential Purchaser, the Owner and Broker concerning the Offering Information. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon Potential Purchaser, the Owner or the Broker, unless approved in writing by the Owner. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective affiliates, successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

The term of this Agreement shall expire upon the first (1st) anniversary of the Effective Date.

AGREED AND ACCEPTED THIS_____day of_____, 2026 (the "**Effective Date**").

POTENTIAL PURCHASER:

_____

By:_____
Name:_____
Title:_____

Address: _____
_____

Phone:_____
Fax:_____
*Email:_____

BROKER ACKNOWLEDGEMENT:

Disney Investment Group

By:_____
Name: David Disney
Title: Principal

Upon full execution of the agreement, please submit the full agreement via facsimile or scanned document via email to:

Attention: Adam Crockett

E-Mail: adam@disneyig.com