[NORTH LOOP PLAZA]

CONFIDENTIALITY, NON-DISCLOSURE AND BROKER COOPERATION AGREEMENT

This **CONFIDENTIALITY NON-DISCLOSURE AND BROKER COOPERATION AGREEMENT** (this "**Agreement**") is made effective as of the Effective Date set forth below, by and between Disney Investment Group, LLC (the "**Broker**"), _____, a _____ (the "**Potential Purchaser**"), and _____ (the "**Co-Broker**").

Broker has been exclusively retained to market and sell North Loop Plaza located in Longview, Texas (the "**Property**") by the owner of the Property (the "**Owner**"). The Potential Purchaser and the Co-Broker (collectively, the "**Recipients**") hereby acknowledge and agree that certain confidential information that has been or may be disclosed to the Recipients (the "**Confidential Information**") is intended solely for Recipient's limited use in considering whether to pursue negotiations to acquire the Property.

Neither the Owner nor the Broker or any of their respective officers, employees or agents, make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed reliable; however, neither Owner nor the Broker warrants or represents that the information is true or correct. The Recipients are advised to verify information independently. Owner and/or the Broker reserve the right to change the Property's purchase price, or any Property or market information provided, or to withdraw the Property from the market at any time without notice.

Recipients agree that the information provided by Owner and/or Broker is confidential and as such, agrees to hold and treat such information in the strictest of confidence. In addition, Recipients agree (i) not to disclose, directly or indirectly, or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of Owner or Broker, and (ii) not to use, or permit to be used, the Confidential Information in any fashion or manner detrimental to the interests of Owner or the Broker. Photocopying or other duplication of the Confidential Information is strictly prohibited. Recipients agree not to contact the Property's tenants, leasing brokers or property management staff, if any, in connection with Recipient's review of the Property or the Confidential Information. IN ADDITION, THE CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATIVE OF 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 CONFIDENTIAL INFORMATION.

The undersigned are advised that Broker is acting on behalf of Owner as exclusive agent in connection with the sale of the Property. Co-Broker is acting on behalf of the Potential Purchaser as exclusive agent in connection with the purchase of the Property. Potential Purchaser and Co-Broker agree to **INDEMNIFY**, **DEFEND** and **HOLD HARMLESS** Owner, Broker and their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, cost, liability or expense, including reasonable attorneys' fees, arising out of any claim or claims by Co-Broker, finder or similar agent for commissions, fees or other compensation except as agreed herein, for bringing about any investment in the Property by the Potential Purchaser.

Owner expressly reserves the right, in its sole and absolute discretion, to reject any or all proposals or expressions of interest to purchase the property and to terminate sale discussions with any party at any time with or without notice.

In the event Potential Purchaser elects not to pursue the purchase of the Property, Potential Purchaser agrees to immediately return the Confidential 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 confidentiality of the Confidential 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 third (1st) anniversary of the Effective Date.

AGREED AND ACCEPTED THIS _____ day of _____, 2026 (the "**Effective Date**").

CO-BROKER:

_____

By:_____
Name:_____
Title:_____

_____

Phone:_____
Fax:_____
*Email:_____

POTENTIAL PURCHASER:

_____

By:_____
Name:_____
Title:_____

Address:_____

Phone:_____
Fax:_____
*Email:_____

BROKER ACKNOWLEDGEMENT:

Disney Investment Group, LLC

By:_____
Name: David Disney
Title: Principal

Upon full execution of the agreement, please submit the full agreement via email to:

Attention: Adam Crockett
E-Mail: adam@disneyig.com