

PRE-NEGOTIATION CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This PRE-NEGOTIATION CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("**Agreement**") is effective as of October ____, 2025, by and between **FOSSIL CREEK LAND PARTNERS, INC.** ("**Discloser**"), **TRANSWESTERN COMMERCIAL SERVICES FORT WORTH, LLC** ("Seller's Broker") and

Prospective Purchaser: _____

and Purchaser's Broker (if applicable): _____

(collectively "**Recipient(s)**"). Discloser and Recipient(s) are collectively referred to as the "Parties" and each is a "Party" in this document.

Purpose. In connection with certain negotiations regarding Recipient's possible acquisition of the property located at **515 HOUSTON STREET, FORT WORTH, TEXAS**, which property is owned by Discloser ("**Purpose**"), Discloser may allow Recipient(s) access to confidential and business information that Discloser desires that Recipient(s) treat as confidential.

Confidential Information. "**Confidential Information**" means any financial statements and/or other financial information, any other non-public information disclosed by Discloser to Recipient(s), and any offers or other negotiations made by Recipient(s) to Discloser regarding the Purpose, whether disclosed orally or in tangible form. Confidential Information does not, however, include any information that Recipient(s) or Discloser, as the case may be, can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure by Discloser to Recipient(s) or Recipient(s) to Discloser through no action or inaction of the party that received the Confidential Information; (iii) is already in the possession of Recipient(s) without restriction on use or disclosure at the time of disclosure by Discloser as shown by Recipient's files and records immediately before the time of disclosure; (iv) is obtained by Recipient(s) without restriction on use or disclosure from a third party and without a breach of that third party's obligations of confidentiality; or (v) is independently developed by Recipient(s) without use of Discloser's Confidential Information, as shown by Recipient's records immediately before the time of disclosure. Confidential Information also includes: (x) the facts that the Parties are discussing the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

Non-use and Non-disclosure. Recipient(s) will (i) hold the Confidential Information in strict confidence and take reasonable precautions to protect the Confidential

Information (which precautions will be no less than those employed by Recipient(s) to preserve the secrecy of its own confidential materials and no less than a reasonable degree of care), (ii) not to disclose any Confidential Information or any information derived from it to any third party, except to those of Recipient's employees, officers, directors, accountants, attorneys, investors and other agents who have a legitimate "need to know" and are bound to the restrictions herein (collectively, "**Representatives**"), (iii) not to make any use whatsoever at any time of any Confidential Information, except for the Purpose, (iv) not to copy Confidential Information, or reverse engineer or disassemble any products, technology or tangible objects that utilize Confidential Information, and (v) to promptly notify Discloser of any unauthorized use or disclosure of Confidential Information and to promptly take reasonable steps to prevent further use or disclosure. Recipient(s) will be responsible for any breach of this agreement caused by its Representatives.

Return of Information and Continuing Obligations. Upon termination of this Agreement and of the Parties' relationship, or at any other time upon the written request of Discloser, Recipient(s) will return or destroy all Confidential Information and any copies, extracts, summaries or other reproductions in whole or in part of the Confidential Information. Notwithstanding the foregoing, Recipient(s) may retain copies of the Confidential Information to the extent required by applicable law, rule, regulation, or bona fide retention policy, provided that all Confidential Information so retained will be maintained in accordance with this Agreement. This Agreement will remain in effect indefinitely.

Ordered Disclosure. Recipient(s) may disclose those parts of Confidential Information as may be required by law or court order; provided, that Recipient(s) (i) provides Discloser prompt written notice of that requirement, (ii) uses diligent efforts to limit disclosure and obtain confidential treatment or a protective order, and (iii) provides Discloser with such other cooperation that is reasonably requested. Notwithstanding the foregoing, notice to Discloser is not required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory authority or auditor that does not reference Discloser, the Confidential Information, or this Agreement.

Equitable Relief. Recipient(s) acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this agreement and cause substantial harm for which damages would not be a fully adequate remedy. In the event of any breach or threatened breach, in addition to other available remedies at law, Discloser has the right to obtain injunctive relief (without being required to post any bond or other security).

Accuracy and Completeness. Recipient(s) acknowledges that Discloser has not made and does not make any representation or warranty as to the accuracy or completeness of the Confidential Information, except as provided in this Agreement.

No Amendment to Underlying Business Relationship. Nothing in this Agreement, and no offer, proposal, settlement discussions, or other communication made under this Agreement will be deemed to alter, modify, or amend the terms of any other written agreement between Recipient(s) and Discloser (each, an “*Existing Agreement*”). No Existing Agreement, if any, will be deemed altered, modified, or amended as a result of any of the discussions contemplated under this Agreement until a mutually acceptable written document concerning the Existing Agreement has been executed and delivered by the designated officers of each of Recipient(s) and Discloser.

Notices. All notices must be in writing and addressed to the relevant Party at its address set forth below the Party’s signature (or to another address that a Party specifies in writing). All notices must be personally delivered or sent prepaid by nationally recognized courier or registered mail, return receipt requested.

General. If provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, then the provision will be eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect. Each Party in any successful action to enforce this Agreement will be entitled to its costs and fees (including attorneys’ fees and expert witness fees) incurred in connection with that action, including upon award of declaratory or injunctive relief. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of that Party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the disclosure of Confidential Information.

IN THE EVENT PURCHASER ELECTS TO HAVE BROKERAGE REPRESENTATION BY A LICENSED REAL ESTATE BROKER OR AGENT, PURCHASER AND PURCHASER’S BROKER HEREBY ACKNOWLEDGE THAT ANY FEES DUE PURCHASER’S BROKER SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER, AND THAT SELLER NOR SELLER’S BROKER SHALL HAVE ANY RESPONSIBILITY WHATSOEVER FOR THE PAYMENT OF ANY COMMISSIONS, FINDER’S FEE OR REFERRAL FEES TO PURCHASER’S BROKER.

THIS AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES. TARRANT COUNTY, TEXAS WILL BE THE SOLE AND EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT. EACH PARTY KNOWINGLY, WILLINGLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY’S ENTRY INTO THIS AGREEMENT

This Agreement may be executed in counterparts, and copies (electronic, facsimile, or otherwise) of this signed Agreement will for all purposes be deemed original.

IN WITNESS WHEREOF, the Parties, effective the date identified above, have caused this Agreement to be executed by their authorized representatives.

Discloser:
FOSSIL CREEK LAND PARTNERS, INC.

Discloser’s Broker:
TRANSWESTERN COMMERCIAL SERVICES
FORT WORTH, LLC

By: _____
Name: William G. Behr
Title: Principal
Address: 777 Main Street, Suite 1500
Fort Worth, Texas 76102

Recipient (Prospective Purchaser):

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

Recipient (Purchaser’s Broker): if applicable

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