**CONFIDENTIALITY AGREEMENT**

Woods Super Markets, Inc.(together with its parents, affiliates, subsidiaries and representatives, “Seller”) has furnished and intends to furnish certain information to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (together with its parents, affiliates, subsidiaries and representatives, “Recipient”) in connection with Recipient's and/or its affiliates’ evaluation of a possible transaction (the "Transaction") for the below Subject Property. In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Recipient hereby agree, as of August \_\_, 2025 as follows:

Subject Property:

1. All information of any kind furnished to Recipient by Seller, whether in writing or orally (the “Information”) and whether or not designated as such, shall be treated as the proprietary, confidential and trade secret information of Seller and shall not be disclosed by Recipient to any other party (other than as determined appropriate by Recipient and consented to by Seller in writing) or used by Recipient in any manner whatsoever other than to allow Recipient to evaluate the Transaction.

2. The term of this Agreement will commence on the date hereof and will expire one (1) year thereafter; provided that either party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party; provided further that (a) with respect to the Information that is a trade secret, such rights and obligations will survive such expiration or termination until, if ever, such Information loses its trade secret protection other than due to an act or omission of Recipient; and (b) Recipient’s obligations under this Agreement will survive any expiration or termination of this Agreement with respect to the Information until the fifth (5th) anniversary of the termination or expiration of this Agreement.

3. Recipient shall not disclose the Information disclosed hereunder except as described in Section 1. The term “Information” shall include any and all information (or part thereof) that has been prior to the execution of this Agreement or may hereafter be disclosed to Recipient by Seller relating to, in connection with, arising out of, the Seller’s business regardless of whether it is written, oral, visual, schematic, pictorial, electronic, audio recordings, video recordings, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents, or otherwise, and whether or not marked or otherwise identified as confidential, including any information proprietary to Seller and not generally known and may include, but not be limited to, property marketing materials such as flyers (hard copy and electronic), Offering Memorandums (hard copy and electronic), tenant and property financial information, appraisals, leases, surveys, environmental reports, engineering reports, warranties, legal documents, inspection reports, certificates of occupancy and other third party reports that pertain directly or indirectly pertain to the subject property.

4. All Information provided by Seller will remain the property of Seller. Recipient agrees to return all Information to Seller or destroy such Information within five (5) days of written demand by Seller. Recipient agrees that if it should violate or threaten to violate the terms of this Agreement, Seller may be irreparably harmed and may have no adequate remedy at law with respect to such violations or threatened violations. Recipient therefore agrees that Seller is entitled to seek and obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction and a judgment of permanent injunctive relief against it to prevent any violations or threatened violations of Recipient’s obligations hereunder. Pursuing such equitable or injunctive remedies in no way limits Seller’s right to pursue all other remedies at law and in equity for violations by Recipient of any of the provisions mentioned in this Section or otherwise included in this Agreement.

5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all the parties hereto. Neither the rights nor the obligations of either party under this Agreement may be assigned without the prior written consent of the other party. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement which can be given effect without such invalid or unenforceable provision shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

6. This Agreement shall be governed by, and construed in accordance with the laws of the state for which the property(s) is located.  Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the said state and the parties hereto consent to the venue of such courts.

[Signature Page follows]

 IN WITNESS WHEREOF, each of Recipient and Seller by their respective officers hereunto duly authorized have executed and delivered this Confidentiality Agreement as of the respective date set forth above.

SELLER RECIPIENT

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:

Company: Woods Super Markets, Inc. Company:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_