

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated as of _____ is entered into by _____ ("Broker/Buyer/Client") having an address of _____ In favor of Atlantic Retail Investment Services.

Seller (or sellers agent/broker) proposes to make available to Buyer/Broker and its officers, directors, employees, agents, accountants, lawyers and other advisors ("Representatives") (or to cause to be made available to Representatives) certain confidential, non-public or proprietary information (the "Evaluation Material") regarding the property and brought to Buyer/Broker's attention by Clients (the "Proposed Transaction"). The term "Evaluation Material" includes the fact that the Client is having discussions with Broker concerning the Proposed Transaction, and any information concerning the Property, and the Property's tenants, including but not limited to transaction documents, structure outlines, customer data, financial data and similar proprietary information, together with and all notes, compilations, analyses and other material prepared by Client and its Representatives which contain or reflect such Evaluation Material.

As a condition to Client providing the Evaluation Material, Buyer/Broker agrees as follows:

1. Buyer/Broker will require its Representatives to be bound by this Agreement, and Broker will be responsible for any breach of this Agreement by its Representatives.
2. Buyer/Broker will not disclose the Evaluation Material to anyone other than its authorized Representatives who need to know such information for purposes of evaluating the Proposed Transaction. Broker will use the Evaluation Material for the sole purpose of evaluating the Proposed Transaction and not for any other purpose.
3. This Agreement will not apply to Evaluation Material which (i) is or becomes generally available to the public other than as a result of disclosure by Broker or its Representatives in breach of this Agreement, or (ii) is or becomes available to Broker on a non-confidential basis from a source other than Broker, provided that such source is not known to Broker to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation to Broker.

Buyer/Broker agrees that it will not, without express written authorization from Client, initiate or maintain contact with any joint venture partner, tenant, property manager, borrower, guarantor or other obligor under or with respect to the Property (except for contacts in the ordinary course of business unrelated to Client's evaluation of the Proposed Transaction).

4. Upon the request of Client, Buyer/Broker will return or certify to the destruction, as requested by Client, of all copies of the Evaluation Material.
5. If Buyer/Broker or any of its Representatives receives a request or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) to disclose any of the Evaluation Material, prior to any such disclosure Broker will (i) promptly notify Client and (ii) cooperate with Client in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Evaluation Material. If such protective order or other appropriate remedy is not obtained, Broker will furnish only that portion of the Evaluation Material which is legally required.
6. Buyer/Broker will indemnify and hold harmless Client from any damage, loss, claim or other liability arising out of the breach of this Agreement by Client or its Representatives. Client acknowledges that Broker would be irreparably injured by a breach of this Agreement, and agree that Broker will be entitled to equitable relief (including injunctive relief and specific performance) in the event of any such breach. This remedy will be in addition to all other remedies available to Broker at law or in equity. No failure or delay by Broker in exercising any right, power or privilege hereunder will operate as a waiver thereof.
7. Client is providing the Evaluation Material to Buyer/Broker without representation or warranty, express or implied, of any kind or nature, as to accuracy, completeness or suitability for any purpose. Neither Client, nor its parent or subsidiaries (or their respective officers, directors, employees, agents or advisors), will have any liability to Broker as a result of its use of or reliance on the Evaluation Material.
8. This letter sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this letter may be waived or otherwise modified except by a written agreement executed by the party to be charged.

9. This Agreement will be governed and construed in accordance with the laws of the State in which the Property is located, and will be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, a duly authorized representative of Broker and, if applicable, Client has executed this Agreement as of the date set forth above.

"Buyer"

By: (Signature): _____

(Print Name): _____

Date:

"Broker"

By: (Signature): _____

(Print Name): _____

Date:

CONFIDENTIALITY AGREEMENT UNDERTAKING

This Confidentiality Agreement Undertaking (“**Undertaking**”) is made as of _____, 2021 by _____, a _____ (together with its parent, subsidiary and/or affiliated companies, the “**Receiving Party**”), for itself and its Representatives (as defined below), for the benefit of Retail Business Services LLC, a Delaware limited liability company, and Food Lion, LLC, a North Carolina limited liability company, its affiliate, and on whose behalf RBS is acting (together with its parent, subsidiary and/or affiliated companies, the “**Disclosing Party**”), for itself and its Representatives (the Disclosing Party and the Receiving Party each being a “**Party**” and together being the “**Parties**” herein) in connection with the Parties' possible real estate transaction relating to property owned or leased by the Disclosing Party at 4489 Highway 20 SE, Conyers, Georgia 30013 (Store #2191) (said possible transaction being a “**Transaction**”). In connection with a possible Transaction, in the event Disclosing Party makes available to the Receiving Party certain confidential and/or proprietary information concerning the Disclosing Party and its store(s), asset(s) and/or properties, then such information shall be subject to all of the terms and conditions in this Undertaking by the Receiving Party relating to confidentiality and other matters herein. For the purposes of this Undertaking, the term “**Representatives**” shall mean a Party's officers, directors, employees, agents and advisors (including, without limitation, attorneys, accountants, bankers and financial advisors).

The Receiving Party hereby agrees to treat any and all confidential and nonpublic information concerning the Disclosing Party and a possible Transaction (whether prepared by the Disclosing Party or any of its advisors or otherwise and irrespective of the form of the communication) which is furnished to the Receiving Party or any of its Representatives in connection with a possible Transaction before, on, or after the date hereof by or on behalf of the Disclosing Party (herein collectively referred to as the “**Information**”) as confidential and in accordance with the provisions of this Undertaking, and agrees to take or abstain from taking certain other actions hereinafter set forth. The term “**Confidential Material**” shall include the Information and all notes, analyses, compilations, studies, interpretations and/or other documents and materials prepared by the Receiving Party or any of its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party or any of its Representatives pursuant hereto. The term “**Confidential Material**” shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or any of its Representatives in breach hereof, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other or contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party; (iii) was in the Receiving Party’s lawful possession on a non-confidential basis before receiving such Information from the Disclosing Party as evidenced by competent documentation; or (iv) is independently developed by the Receiving Party or on behalf of the Receiving Party by Representatives having no access to the Information at the time of its development.

The Receiving Party, hereby acknowledges and agrees that the Confidential Material is a valuable asset of the Disclosing Party, has competitive value and is of a confidential nature, and agrees that it and its Representatives will use the Confidential Material solely for the purpose of evaluating a possible Transaction, that the Confidential Material will be kept confidential, and that the Receiving Party and its Representatives will not disclose any of the Confidential Material in any manner and to any party whatsoever; *provided*, that (i) the Receiving Party may make a disclosure of such components of Confidential Material to which the Disclosing Party has given its prior written

consent; and (ii) Confidential Material may be disclosed to the Receiving Party's Representatives who need to know such information for the sole purpose of evaluating a possible Transaction and who are bound to keep such information confidential under terms at least as restrictive as the terms hereof. In any event, the Receiving Party shall be responsible for any breach of this Undertaking by any of its Representatives, and agrees, at its sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Material. In addition, the Receiving Party agrees that neither it nor any of its Representatives shall disclose to any other person the existence of this Undertaking, the fact that the Confidential Material has been made available to it, and/or, that discussions or negotiations are taking place concerning a possible Transaction (including without limitation any terms of a possible Transaction).

In the event that the Receiving Party or any of its Representatives is requested or required by subpoena or other legal proceedings or process (including, without limitation, any deposition, interrogatory or civil or regulatory action or inquiry) to disclose any of the Confidential Material, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement in sufficient time and detail so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party in seeking such protective order or other appropriate remedy. If in the absence of a protective order or other remedy or the receipt of a waiver by the Company of compliance with the relevant provisions of this Undertaking, the Receiving Party or any of its Representatives is, in the opinion of its legal counsel, legally compelled to disclose Confidential Material, the Receiving Party or its Representatives may, without liability hereunder, disclose only that portion of the Confidential Material which its counsel advises the Receiving Party is legally required to disclose, provided that the Receiving Party exercises commercially reasonable efforts to preserve the confidentiality accorded the Confidential Material by any party to whom such compulsory disclosure is made.

If the Receiving Party decides that it does not wish to proceed with a Transaction, it will promptly notify the Disclosing Party in writing of that decision. In that case, or any time upon the written request of the Disclosing Party for any reason, the Receiving Party will promptly deliver to the Disclosing Party or destroy all Confidential Material (and all copies thereof, including, without limitation, print and electronic media copies) furnished to the Receiving Party or any of its Representatives by or on behalf of the Disclosing Party pursuant hereto. Any such delivery or destruction shall be certified in writing to the Disclosing Party by the Receiving Party's counsel or by an authorized representative supervising such destruction. Notwithstanding the return or destruction of the Confidential Material, the Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder.

The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its officers, directors, stockholders, employees, members, partners, owners, agents, advisors or affiliates makes, or has made, any representations or warranty, express or implied, as to the accuracy or completeness of any of the Information and no such person shall have any liability to the Receiving Party or any of its Representatives relating to or resulting from the use of the Confidential Material or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding any possible Transaction, if any, as contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

The Receiving Party further understands and agrees that, unless and until a final definitive agreement has been executed and delivered by both Parties, no contract or agreement providing for any Transaction shall be deemed to exist and neither Party will be under any legal obligation of any kind whatsoever with respect to any Transaction by virtue of this Undertaking except for matters specifically agreed to herein.

The Receiving Party further understands and agrees that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. It is also understood and agreed by the Receiving Party that money damages may not be a sufficient remedy for any breach of this Undertaking and that the Disclosing Party shall be entitled, without being required to post a bond or other security, to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Undertaking but shall be in addition to all other remedies available at law or equity. In the event of a breach of any obligations under this Undertaking by the Receiving Party or any of its Representatives, the Receiving Party shall, immediately following the discovery of such breach, give notice to the Disclosing Party of the nature of such breach and, upon consultation with the Disclosing Party, take all necessary steps to limit the extent of such breach.

This Undertaking shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws. If any provision of this Undertaking is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Undertaking, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation. Any right to trial by jury with respect to any lawsuit, claim or other proceeding arising out of or relating to this Undertaking is expressly and irrevocably waived. In the event of litigation relating to this Undertaking, if a court of competent jurisdiction determines that the Receiving Party or any of its Representatives has breached this Undertaking, then the Receiving Party shall, without limitation, be liable and pay to the Disclosing Party the reasonable legal fees incurred by the Disclosing Party in connection with such litigation, including without limitation any appeal therefrom.

This Undertaking shall be binding upon the Receiving Party and inure to the benefit of the Disclosing Party and their respective successors and assigns (provided, however, that the Receiving Party shall have no right whatsoever to assign its rights or obligations hereunder absent the prior written consent of the Disclosing Party) and may only be amended by a written agreement executed by both Parties.

Any notice, request, consent or approval required or permitted to be given in connection with this Undertaking (“**Notice**”) shall be in writing and shall be sufficiently given if delivered in person or by overnight courier service providing receipt of delivery:

To: RECEIVING PARTY:

Attention: _____

Email: _____

To: DISCLOSING PARTY:
Retail Business Services LLC
1385 Hancock Street
Quincy, MA 02169
Attention: Vice President, Real Estate Law

Any Notice delivered as provided above shall be deemed to have been given and received on the day it is received, provided that it is received on a business day prior to 5:00 p.m. (recipient's local time). However, if the Notice is received after 5:00 p.m. (recipient's local time) or if such day is not a business day, then this Notice shall be deemed to have been given and received on the next business day. Each Party may, from time to time, change its recipients and/or addresses by giving Notice to the other Party in accordance with this paragraph.

Except as otherwise specifically provided herein, the obligations of the Receiving Party under this Undertaking will expire upon the earlier to occur of (i) three (3) years from the date hereof, notwithstanding that some or all of the Confidential Material shall have become publicly disclosed or that any portion of this Undertaking shall become inoperative as to any portion of the Confidential Material, or (ii) the execution and delivery of a definitive written agreement for a Transaction that specifically governs the treatment of confidential information.

THIS UNDERTAKING is executed as of the day and date first written above.

_____,
a _____

By: _____
Name:
Title:
Hereunto Duly Authorized