

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date set forth below by and between the party identified on the signature page below as Recipient ("Recipient") and FERN INVESTMENTS, LLC, a Florida limited liability company ("Discloser"). The parties hereby agree as follows:

1. Business Relationship. Subject to the conditions set forth herein, Discloser may, in its sole discretion or as required by contract, make available to Recipient certain information pertinent to the operations of that certain Fern Village shopping center (the "Center") located in Maitland, Florida, including revenues, expenditures, tenant list, etc., in connection with a potential sale of the Center owned by Discloser ("Business Relationship").

2. Confidential Information Defined. As used herein, "Confidential Information" means any information pertaining to the business of Discloser delivered, disclosed or furnished by or on behalf of Discloser to Recipient or and its directors, officers, employees, agents and advisors (herein collectively referred to as its "Representatives") in connection with the Business Relationship, whether provided in printed format, via e-mail or other electronic media, verbally, or in any other format. Confidential Information specifically includes, but is not limited to, the following information with respect to Discloser: (a) financial information pertaining to the operation of the Center, including but not limited to rent rolls, lease revenue and expenses; (b) credit and financial data for current tenants at the real property; and (c) vendors and vendor pricing information. Notwithstanding the foregoing, the term Confidential Information does not include information which (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by Recipient without any obligation to hold it in confidence unless such information was obtained from Discloser; (iii) is rightfully and legally obtained from a person or entity not a party to this Agreement without any obligation of confidentiality; or (iv) is independently developed by Representatives of Recipient without use of or reference to the information disclosed by or on behalf of Discloser.

3. Survival. The terms and conditions of this Agreement shall survive until five (5) years after the termination of the Business Relationship, or, if the parties do not enter into a Business Relationship, five (5) years after the date this Agreement is signed by Recipient.

4. Protection of Confidential Information. As a condition of such Confidential Information being furnished to Recipient and its Representatives, Recipient shall treat the Confidential Information as confidential, in accordance with the provisions of this Agreement. Recipient agrees that such Confidential Information shall be used solely for the purposes of evaluating the operations of the Center in connection with the Business Relationship. Recipient shall use at least the same degree of care to avoid and prevent disclosure of the Confidential Information as Recipient uses to prevent disclosure of its own confidential information, and Recipient agrees to use a degree of care consistent with best practices within its industry (and in no event less than a reasonable degree of care) to avoid and prevent disclosure of the Confidential Information. Neither Recipient nor its Representatives will use such Confidential Information for any purpose other than as stated herein. Neither Recipient nor its Representatives

shall copy, reproduce, sell, reveal or otherwise disclose any such Confidential Information to any persons or parties other than their employees or representatives who reasonably have a need to possess knowledge of such Confidential Information in connection with the Business Relationship. At no time shall Recipient use the Confidential Information for the benefit of itself or any other third party and Recipient shall not use the Confidential Information in any manner adverse to, or to the detriment of, Discloser. Recipient will cause its Representatives to comply with the terms of this Agreement with respect to any Confidential Information such Representatives receive and any unauthorized disclosure or use of the Confidential Information by any of Recipient's Representatives shall be deemed to be an unauthorized disclosure or use by Recipient.

5. No Warranties. Except as otherwise expressly set forth in writing by Discloser, any and all information contained in the Confidential Information is being provided without any representation or warranty (express or implied) on the part of Discloser as to the accuracy or completeness of the Confidential Information. The Confidential Information may not be all-inclusive or contain all the information Recipient may wish to receive. The Confidential Information is being provided to Recipient "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. Discloser and its respective directors, officers, employees, agents, advisors, and other representatives shall have no liability to Recipient or its Representatives relating to or arising out of any use of the Confidential Information.

6. Ownership of Confidential Information. All Confidential Information is the property of the Discloser. Nothing in this Agreement conveys any property interest in the Confidential Information disclosed pursuant to this Agreement. Ownership of such Confidential Information, including any intellectual property rights attending thereto, will be retained by the owner of such information as of the time of its disclosure hereunder.

7. Return of Confidential Information. In the event Recipient and Discloser do not enter into a Business Relationship or upon termination of any Business Relationship between the parties or at any other time upon Discloser's written request, Recipient shall destroy or, upon the written request of Discloser received prior to destruction, return to Discloser all Confidential Information in Recipient's possession or in the possession of any of its Representatives. However, nothing in this Agreement shall require the alteration, modification, deletion or destruction of media made in the ordinary course of business, nor restrict Recipient or its Representatives from retaining a copy of the Confidential Information for as long as necessary to comply with any applicable law, rule, regulation or legal process, provided that the materials retained under this sentence shall remain subject to the obligations of confidentiality under this Agreement until such time as the materials shall be returned, destroyed or no longer meet the definition of "Confidential Information" set forth above.

8. No Obligation to Enter Into Business Relationship. Nothing in this Agreement shall be deemed a commitment of any kind by either party hereto to enter into a Business Relationship or any further agreement with the other party.

9. Legally Required Disclosures. In the event that Recipient is required (in connection with any third-party legal proceedings, whether by motion, interrogatory, request for information

or documents, subpoena, civil investigation, demand or similar process) to disclose any Confidential Information, Recipient must provide Discloser with prompt notice of such request (if legally permitted), so that an appropriate protective order can be sought if deemed necessary by Discloser. If, in the absence of a protective order or the receipt of a waiver hereunder, Recipient is nonetheless compelled to disclose any of such information or else stand liable for contempt or suffer other censure or penalty, Recipient may disclose only that portion of the Confidential Information which it is legally compelled to disclose and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information which is being disclosed. In any event, Recipient will not oppose and will fully cooperate with any action by Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10. Indemnification. Recipient shall indemnify and hold harmless Discloser and its respective directors, officers, employees, agents, advisors, and other representatives from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any breach of this Agreement by Recipient or any breach for which Recipient is responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgments incident thereto.

11. Injunctive Relief. Recipient acknowledges and agrees that, due to Discloser's interest in the Confidential Information, it is impossible to measure in money the damages that will accrue to Discloser in the event of Recipient's breach of this Agreement, and money damages cannot fully compensate Discloser in the event of Recipient's breach of this Agreement. Discloser, upon application to a court of competent jurisdiction, will be entitled to an injunction restraining Recipient from any breach (or threatened breach) of this Agreement. Such injunction will not limit Discloser's right to obtain other remedies available under applicable law. In the event of the grant of an injunction which is subsequently reversed or rescinded, Recipient's sole remedy shall be the dissolution of the injunction upon an appropriate hearing and, if Recipient is the prevailing party, an award of attorneys' fees and costs to Recipient pursuant to Section 12 below. Recipient waives any claims for damages (other than Recipient's right, if it is the prevailing party, to an award of attorney's fees and costs as set forth in Section 12 below) as a result of the issuance of an injunction.

12. Attorneys' Fees and Costs. In the event that either party is required to retain the services of an attorney to enforce this Agreement or to defend against any cause of action, claim, or counterclaim brought by the other party pursuant to this Agreement, then the prevailing party shall be entitled to recover the attorneys' fees and costs which it has incurred, in addition to other remedies to which it is entitled under applicable law (except as may be restricted herein), unless the adjudicator specifically finds that neither party is the prevailing party.

13. Notices. Unless applicable law requires a different method, any notice that must be given to Discloser under this Agreement will be given by either delivering it or sending it by first class mail or a national recognized overnight delivery service to Discloser to P.O. Box 941618, Maitland, Florida 32794, or to a different address if Recipient is given notice of the different address. Unless applicable law requires a different method, any notice that must be given to Recipient under this Agreement will be given to it by either delivering it or sending it by

first class mail or a national recognized overnight delivery service to Recipient at the address shown on the signature page hereto or at a different address if Discloser is given notice of the different address.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. The state and federal courts with jurisdiction over Seminole County, Florida, shall have jurisdiction in the event of any dispute concerning this Agreement.

15. Other Agreements. In the event that Recipient has a written agreement of any type with Discloser which contains provisions related to Confidential Information, it is the intent of the parties that such documents be read together in order to give the maximum protection available to the Confidential Information under either document, and in the event of an irreconcilable difference, the provisions of this Agreement shall control. Except as set forth in the preceding sentence, this Agreement constitutes the entire agreement and understanding between the parties regarding the Confidential Information, superseding any prior understandings, commitments or agreements, oral or written, with respect to the Confidential Information.

16. Miscellaneous. In the event that one or more of the provisions of this Agreement are rendered void or unenforceable, no other provision shall be affected. If any provision is found too broad to be effective, that provision shall be enforced to the maximum extent possible. Any changes or modifications to this Agreement must be in writing and acknowledged and agreed to by the parties. The waiver by Discloser of any breach of this Agreement shall not be construed as a waiver of any other breach or default of the same or any other terms or conditions of this Agreement. Lack of enforcement by Discloser of any term or provision of this Agreement shall not operate as a waiver and shall not prevent Discloser from subsequently demanding strict compliance therewith. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The parties hereto agree to accept and be bound by electronically transmitted copies of this Agreement and its counterparts including signatures of the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on _____2025.

"DISCLOSER"

FERN INVESTMENTS, LLC

Andre' F. Hickman, Manager

"RECIPIENT"

By: _____

Name Printed: _____

Title: _____