

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) dated as of the ____ day of May, 2026, is entered into by and between Four Seasons Properties, Inc. / VanGilder Enterprises (the “Disclosing Party”), _____ (“Recipient”).

RECITALS

WHEREAS, it is the mutual objective of the parties to provide appropriate protection for Confidential Information (as defined below), which Confidential Information each of the parties consider to be valuable; and

WHEREAS, the parties wish to enter into the Agreement to ensure that the terms and conditions hereof apply to Confidential Information provided to Recipient or Recipient’s Representative under the terms of this Agreement in order to discuss the possibility of a potential transaction involving the Disclosing Party’s ownership of Four Seasons Properties, Inc. / VanGilder Enterprises portfolio (the “Transaction”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Definition of Confidential Information.

(a) For all purposes of this Agreement, the term “Confidential Information” shall collectively refer to all information, material disclosed or material provided by the Disclosing Party or its legal counsel to Recipient, Recipient’s Representative or their respective Representatives (as defined in Section 2). Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by Recipient, Recipient’s Representative, or by a third party for the benefit of Recipient that contain, reflect or are based, in whole or in part, on the Confidential Information. Notwithstanding the foregoing, the term “Confidential Information” shall not include any information obtained by the Recipient or Recipient’s Representative in accordance with Section 1(b).

(b) Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available other than as the result of a disclosure by the Recipient or Recipient’s Representative or their respective Representatives, (ii) was already in the Recipient’s or Recipient’s Representative’s possession or known to the Recipient or Recipient’s Representative prior to being disclosed or provided to the Recipient by or on behalf of the party disclosing the Confidential Information, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party with respect to the Confidential Information, (iii) was or is obtained by the Recipient or Recipient’s Representative from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosure with respect to the

Confidential Information, or (iv) is developed independently by the Recipient or Recipient's Representative.

2. Restrictions on Use of Confidential Information. The Recipient and Recipient's Representative hereby agree the Confidential Information provided to Recipient or Recipient's Representative by the Disclosing Party or its legal counsel pursuant to this Agreement will be used by the Recipient or Recipient's Representative solely for the purpose of Recipient considering a Transaction. The Recipient and Recipient's Representative are permitted to disclose the Confidential Information to their respective employees, attorneys, accountants, advisors (individually, a "Representative" and collectively, the "Representatives") who need to know such information for the above-stated purpose. Recipient and Recipient's Representative shall be responsible for violation of this Agreement by their respective Representatives.

3. Nondisclosure of Relationship of Possible Transaction. Each of the parties hereto agrees that, without the prior written consent of the other, it will not disclose to any person or entity the fact that Confidential Information has been made available hereunder, or otherwise disclose any of the terms, conditions or other facts with respect hereto, including, but not limited to, the status hereof.

4. Mandatory Disclosure. In the event the Recipient or Recipient's Representative are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information, the Recipient or Recipient's Representative shall provide the Disclosing Party with prompt written notice of any such request or requirement so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If the Recipient or Recipient's Representative is nonetheless, in the written opinion of its outside counsel, legally compelled to disclose the Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Recipient or Recipient's Representative may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises such party is legally required to be disclosed, provided Recipient or Recipient's Representative shall use their respective best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

5. Return of Confidential Information. The Recipient and Recipient's Representative agree to promptly deliver to Disclosing Party, upon the request of Disclosing Party, all originals, copies, reproductions and summaries of any Confidential Information kept by Recipient or Recipient's Representative or a Representative. In the event of such a request, all documents, memoranda, notes and other Confidential Information, including electronic copies such as e-mail or computer files, whether machine or user readable, prepared by the Recipient or Recipient's Representative or a Representative based on the Confidential Information will be promptly destroyed, or if such destruction is prohibited by law, then held by the Recipient or Recipient's Representative subject to this Agreement. Notwithstanding the return or destruction of any copies of the Confidential Information, the Recipient and Recipient's Representative and the

Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

6. No License. No license under any patents, copyrights or other intellectual property rights is granted or conveyed by the Disclosing Party's transmittal of Confidential Information or other information under this Agreement.

7. No Representations or Warranties. The Recipient and Recipient's Representative acknowledge the Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of the Confidential Information (including, without limitation, any representation, warranty, assurance, guaranty or inducement by the Disclosing Party to the Recipient or Recipient's Representative with respect to infringement of any intellectual property or other rights of others), other than in a written definitive agreement (if any) regarding a Transaction.

8. Equitable Remedies. Each party on behalf of itself and its Representatives hereby agrees that its failure to perform any obligation or duty that it has agreed to perform under this Agreement will cause irreparable harm to the other party, which harm cannot be adequately compensated for by money damages. It is agreed that an order of specific performance or for injunctive relief in the event of a breach or default under the terms of this Agreement would be equitable and would not work to create an undue hardship. Each party hereby agrees that the nonbreaching party shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this Agreement and that the breaching party shall not oppose the granting of such relief, and that the nonbreaching party shall be entitled to recover any and all costs and reasonable expenses (including reasonable attorneys' fees) incurred by it in connection with the enforcement of the provisions hereof.

9. No Obligation to Enter Transaction. Confidential Information provided hereunder does not and is not intended to represent a commitment by either party to enter into any Transaction or other business relationship with any other party.

10. Effective Date and Termination. This Agreement shall be effective from the date set forth above and shall apply to discussions taking place and Confidential Information disclosed between the parties hereto during a period of five (5) years after the date set forth in the first paragraph of this Agreement.

11. Severability. Should any provision of this Agreement be found unenforceable, the remainder shall still be in effect.

12. No Waiver. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

13. Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced.

14. Assignment and Binding Effect. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement shall be void. This Agreement shall benefit and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

15. Notice. All Notices, demands, requests and other communications required or permitted hereunder or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) third-party written receipt (e.g., by an overnight courier) confirming the party to whom the notice is sent or (ii) when sent by a party via certified mail, return receipt requested, addressed to the party at the address set forth below, or to such address as each party may from time to time designate by written Notice to the others as herein required:

Recipient:

Disclosing Party: Four Seasons Properties, Inc. / VanGilder Enterprises
PO Box 486
Newton, Iowa 50208

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa, without regard to conflict of laws.

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, including by electronic image (e.g., .pdf), emailed or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. To the fullest extent permitted by law, this Agreement may be signed and transmitted electronically (such as by DocuSign or other digital signature) and each document signed electronically shall be treated as an original and shall have the same binding effect as an original signature on an original document.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

RECIPIENT:

By: _____
Name
Title: _____