2023.10.28UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the quarterly period ended January 27, 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

Commission File No. 0-2633

VILLAGE SUPER MARKET, INC.

(Exact name of registrant as specified in its charter)

New Jersey	22-1576170
(State or other jurisdiction of incorporation or organization)	(I. R. S. Employer Identification No.)

733 Mountain Avenue , Springfield , New Jersey , 07081
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (973) 467-2200

Securities registered pursuant to Section 12(b) of the Act:

Class A common stock, no par value	VLGEA	The NASDAQ Stock Market
(Title of Class)	(Trading Symbol)	(Name of exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12-b2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☒.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

	March 6, 2024
Class A Common Stock, No Par Value	10,579,595 Shares
Class B Common Stock, No Par Value	4,203,748 Shares

VILLAGE SUPER MARKET, INC.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

VILLAGE SUPER MARKET, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands) (Unaudited)

	January 27, 2024	July 29, 2023
ASSETS		
Current assets		
Cash and cash equivalents	$ 133,346	$ 140,910
Merchandise inventories	45,705	44,515
Patronage dividend receivable	5,857	12,466
Notes receivable from Wakefern	32,962	31,483
Income taxes receivable	647	—
Other current assets	17,905	17,313
Total current assets	236,422	246,687
Property, equipment and fixtures, net	292,828	277,310
Operating lease assets	262,624	274,100
Notes receivable from Wakefern	65,592	62,726
Investment in Wakefern	33,145	33,107
Investments in Real Estate Partnerships	16,980	13,155
Goodwill	24,190	24,190
Other assets	38,639	36,431
Total assets	$ 970,420	$ 967,706
LIABILITIES and SHAREHOLDERS' EQUITY		
Current liabilities		
Operating lease obligations	$ 21,455	$ 20,389
Finance lease obligations	734	667
Notes payable to Wakefern	754	737
Current portion of debt	9,370	9,370
Accounts payable to Wakefern	84,076	77,033
Accounts payable and accrued expenses	32,458	31,441
Accrued wages and benefits	27,256	29,853
Income taxes payable	258	9,483
Total current liabilities	176,361	178,973
Long-term debt		
Operating lease obligations	255,980	266,683
Finance lease obligations	20,123	20,623
Notes payable to Wakefern	1,438	1,686
Long-term debt	67,652	72,426
Total long-term debt	345,193	361,418
Pension liabilities	5,116	4,893
Other liabilities	14,605	12,256
Commitments and contingencies (Note 5)		
Shareholders' equity		
Preferred stock, no par value: Authorized 10,000 shares, none issued	—	—
Class A common stock, no par value: Authorized 20,000 shares; issued 11,556 shares at January 27, 2024 and 11,563 shares at July 29, 2023	78,000	76,179
Class B common stock, no par value: Authorized 20,000 shares; issued and outstanding 4,204 shares at January 27, 2024 and July 29, 2023	683	683
Retained earnings	362,862	343,497
Accumulated other comprehensive income	7,285	8,134
Less treasury stock, Class A, at cost: 968 shares at January 27, 2024 and 912 shares at July 29, 2023	(19,685)	(18,327)
Total shareholders’ equity	429,145	410,166
Total liabilities and shareholders’ equity	$ 970,420	$ 967,706

See notes to consolidated financial statements.

VILLAGE SUPER MARKET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts) (Unaudited)

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024	January 28, 2023	January 27, 2024	January 28, 2023
Sales	$ 575,579	$ 563,866	$ 1,111,933	$ 1,083,555
Cost of sales	412,137	408,987	795,542	779,391
Gross profit	163,442	154,879	316,391	304,164
Operating and administrative expense	136,477	130,103	266,769	255,665
Depreciation and amortization	8,523	8,659	17,029	17,205
Operating income	18,442	16,117	32,593	31,294
Interest expense	(1,046)	(966)	(2,110)	(2,052)
Interest income	3,743	2,679	7,568	4,647
Income before income taxes	21,139	17,830	38,051	33,889
Income taxes	6,659	5,508	11,985	10,484
Net income	$ 14,480	$ 12,322	$ 26,066	$ 23,405
Net income per share:				
Class A common stock:				
Basic	$ 1.09	$ 0.95	$ 1.95	$ 1.80
Diluted	$ 0.97	$ 0.85	$ 1.75	$ 1.61
Class B common stock:				
Basic	$ 0.71	$ 0.62	$ 1.27	$ 1.17
Diluted	$ 0.71	$ 0.62	$ 1.27	$ 1.17

See notes to consolidated financial statements.

VILLAGE SUPER MARKET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands) (Unaudited)

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024	January 28, 2023	January 27, 2024	January 28, 2023
Net income	$ 14,480	$ 12,322	$ 26,066	$ 23,405
Other comprehensive income:				
Unrealized (losses) gains on interest rate swaps, net of tax (1)	(1,477)	(1,203)	(700)	1,562
Amortization of pension actuarial gain, net of tax (2)	(74)	(96)	(149)	(192)
Comprehensive income	$ 12,929	$ 11,023	$ 25,217	$ 24,775

(1) Amount is net of tax of $ 680 and $ 540 for the 13 weeks ended January 27, 2024 and January 28, 2023, respectively, and $ 323 and $ 702 for the 26 weeks ended January 27, 2024 and January 28, 2023, respectively.

(2) Amount is net of tax of $ 34 and $ 43 for the 13 weeks ended January 27, 2024 and January 28, 2023, respectively, and $ 69 and $ 86 for the 26 weeks ended January 27, 2024 and January 28, 2023, respectively. All amounts are reclassified from accumulated other comprehensive income to operating and administrative expense.

See notes to consolidated financial statements.

VILLAGE SUPER MARKET, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In thousands) (Unaudited)

13 Weeks Ended January 27, 2024 and January 28, 2023

	Class A Common Stock		Class B Common Stock			Accumulated Other Comprehensive Income (Loss)	Treasury Stock Class A		Total Shareholders' Equity
	Shares Issued	Amount	Shares Issued	Amount	Retained Earnings		Shares	Amount	
Balance, October 28, 2023	11,568	$ 77,103	4,204	$ 683	$ 351,732	$ 8,836	944	$ (19,109)	$ 419,245
Net income	—	—	—	—	14,480	—	—	—	14,480
Other comprehensive loss, net of tax of $ 714	—	—	—	—	—	(1,551)	—	—	(1,551)
Dividends	—	—	—	—	(3,350)	—	—	—	(3,350)
Treasury stock purchases	—	—	—	—	—	—	24	(576)	(576)
Restricted shares forfeited	(12)	(52)	—	—	—	—	—	—	(52)
Share-based compensation expense	—	949	—	—	—	—	—	—	949
Balance, January 27, 2024	11,556	$ 78,000	4,204	$ 683	$ 362,862	$ 7,285	968	$ (19,685)	$ 429,145
Balance, October 29, 2022	10,971	$ 73,499	4,294	$ 697	$ 314,803	$ 8,804	752	$ (14,588)	$ 383,215
Net income	—	—	—	—	12,322	—	—	—	12,322
Other comprehensive loss, net of tax of $ 583	—	—	—	—	—	(1,299)	—	—	(1,299)
Dividends	—	—	—	—	(3,253)	—	—	—	(3,253)
Restricted shares forfeited	(1)	(41)	—	—	—	—	—	—	(41)
Share-based compensation expense	—	641	—	—	—	—	—	—	641
Balance, January 28, 2023	10,970	$ 74,099	4,294	$ 697	$ 323,872	$ 7,505	752	$ (14,588)	$ 391,585

26 Weeks Ended January 27, 2024 and January 28, 2023

	Class A Common Stock		Class B Common Stock			Accumulated Other Comprehensive Income (Loss)	Treasury Stock Class A		Total Shareholders' Equity
	Shares Issued	Amount	Shares Issued	Amount	Retained Earnings		Shares	Amount	
Balance, July 29, 2023	11,563	$ 76,179	4,204	$ 683	$ 343,497	$ 8,134	912	$ (18,327)	$ 410,166
Net income	—	—	—	—	26,066	—	—	—	26,066
Other comprehensive loss, net of tax of $ 392	—	—	—	—	—	(849)	—	—	(849)
Dividends	—	—	—	—	(6,701)	—	—	—	(6,701)
Treasury stock purchases	—	—	—	—	—	—	56	(1,358)	(1,358)
Restricted shares forfeited	(21)	(80)	—	—	—	—	—	—	(80)
Share-based compensation expense	14	1,901	—	—	—	—	—	—	1,901
Balance, January 27, 2024	11,556	$ 78,000	4,204	$ 683	$ 362,862	$ 7,285	968	$ (19,685)	$ 429,145
Balance, July 30, 2022	10,971	$ 72,891	4,294	$ 697	$ 306,974	$ 6,135	752	$ (14,588)	$ 372,109
Net income	—	—	—	—	23,405	—	—	—	23,405
Other comprehensive income, net of tax of $ 616	—	—	—	—	—	1,370	—	—	1,370
Dividends	—	—	—	—	(6,507)	—	—	—	(6,507)
Restricted shares forfeited	(1)	(41)	—	—	—	—	—	—	(41)
Share-based compensation expense	—	1,249	—	—	—	—	—	—	1,249
Balance, January 28, 2023	10,970	$ 74,099	4,294	$ 697	$ 323,872	$ 7,505	752	$ (14,588)	$ 391,585

See notes to consolidated financial statements.

VILLAGE SUPER MARKET, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands) (Unaudited)

	26 Weeks Ended	
	January 27, 2024	January 28, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 26,066	$ 23,405
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	17,962	18,026
Non-cash share-based compensation	1,821	1,208
Deferred taxes	(468)	218
Provision to value inventories at LIFO	916	1,288
Gain on sale of property, equipment and fixtures	(174)	(63)
Changes in assets and liabilities:		
Merchandise inventories	(2,106)	(5,487)
Patronage dividend receivable	6,609	7,189
Accounts payable to Wakefern	7,118	3,012
Accounts payable and accrued expenses	2,258	1,488
Accrued wages and benefits	(2,597)	(707)
Income taxes receivable / payable	(9,872)	(324)
Other assets and liabilities	1,141	(896)
Net cash provided by operating activities	48,674	48,357
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(34,783)	(28,550)
Proceeds from the sale of assets	161	63
Investment in notes receivable from Wakefern	(4,345)	(61,423)
Maturity of notes receivable from Wakefern	—	28,850
Investment in real estate partnership	(3,825)	(3,319)
Net cash used in investing activities	(42,792)	(64,379)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of long-term debt	—	17,125
Principal payments of long-term debt	(5,387)	(4,903)
Debt issuance costs	—	(33)
Dividends	(6,701)	(6,507)
Treasury stock purchases	(1,358)	—
Net cash (used in) provided by financing activities	(13,446)	5,682
NET DECREASE IN CASH AND CASH EQUIVALENTS	(7,564)	(10,340)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	140,910	134,832
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 133,346	$ 124,492
SUPPLEMENTAL DISCLOSURES OF CASH PAYMENTS MADE FOR:		
Interest	$ 2,110	$ 2,052
Income taxes	$ 22,325	$ 10,590
NONCASH SUPPLEMENTAL DISCLOSURES:		
Investment in Wakefern and increase in notes payable to Wakefern	$ 38	$ —
Capital expenditures included in accounts payable and accrued expenses	$ 4,275	$ 2,806
Lease obligations obtained in exchange for right-of-use assets	$ 908	$ —

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In thousands) (Unaudited)

1. BASIS OF PRESENTATION and ACCOUNTING POLICIES

In the opinion of management, the accompanying unaudited consolidated financial statements contain all adjustments (consisting of normal and recurring accruals) necessary to present fairly the consolidated financial position as of January 27, 2024 and the consolidated statements of operations, comprehensive income and cash flows for the 13 and 26 weeks ended January 27, 2024 and January 28, 2023 of Village Super Market, Inc. ("Village" or the "Company").

The significant accounting policies followed by the Company are set forth in Note 1 to the Company's consolidated financial statements in the July 29, 2023 Village Super Market, Inc. Annual Report on Form 10-K, which should be read in conjunction with these financial statements. The results of operations for the periods ended January 27, 2024 are not necessarily indicative of the results to be expected for the full year.

Disaggregated Revenues

The following table presents the Company's sales by product categories during each of the periods indicated:

	13 Weeks Ended				26 Weeks Ended			
	January 27, 2024		January 28, 2023		January 27, 2024		January 28, 2023	
	Amount	%	Amount	%	Amount	%	Amount	%
Center Store (1)	$ 350,573	60.9 %	$ 343,818	61.0 %	$ 671,497	60.5 %	$ 655,642	60.6 %
Fresh (2)	202,610	35.2	200,503	35.6	396,130	35.6	389,511	35.9
Pharmacy	20,337	3.5	17,621	3.1	40,548	3.6	34,790	3.2
Other (3)	2,059	0.4	1,924	0.3	3,758	0.3	3,612	0.3
Total Sales	$ 575,579	100.0 %	$ 563,866	100.0 %	$ 1,111,933	100.0 %	$ 1,083,555	100.0 %

(1) Consists primarily of grocery, dairy, frozen, health and beauty care, general merchandise and liquor.
(2) Consists primarily of produce, meat, deli, seafood, bakery, prepared foods and floral.
(3) Consists primarily of sales related to other income streams, including service fees related to digital sales, gift card and lottery commissions and wholesale sales.

2. MERCHANDISE INVENTORIES

At January 27, 2024 and July 29, 2023, approximately 64 % of merchandise inventories are valued by the LIFO method while the balance is valued by FIFO. If the FIFO method had been used for the entire inventory, inventories would have been $ 22,154 and $ 21,238 higher than reported at January 27, 2024 and July 29, 2023, respectively.

3. NET INCOME PER SHARE

The Company has two classes of common stock. Class A common stock is entitled to cash dividends as declared 54 % greater than those paid on Class B common stock. Shares of Class B common stock are convertible on a share-for-share basis for Class A common stock at any time.

The Company utilizes the two-class method of computing and presenting net income per share. The two-class method is an earnings allocation formula that calculates basic and diluted net income per share for each class of common stock separately based on dividends declared and participation rights in undistributed earnings. Under the two-class method, Class A common stock is assumed to receive a 54 % greater participation in undistributed earnings than Class B common stock, in accordance with the classes' respective dividend rights. Unvested share-based payment awards that contain nonforfeitable rights to dividends are treated as participating securities and therefore included in computing net income per share using the two-class method.

Diluted net income per share for Class A common stock is calculated utilizing the if-converted method, which assumes the conversion of all shares of Class B common stock to Class A common stock on a share-for-share basis, as this method is more dilutive than the two-class method. Diluted net income per share for Class B common stock does not assume conversion of Class B common stock to shares of Class A common stock.

The table below reconciles Net income to Net income available to Class A and Class B shareholders:

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024	January 28, 2023	January 27, 2024	January 28, 2023
Net income	$ 14,480	$ 12,322	$ 26,066	$ 23,405
Distributed and allocated undistributed Net income to unvested restricted shareholders	542	339	983	644
Net income available to Class A and Class B shareholders	$ 13,938	$ 11,983	$ 25,083	$ 22,761

The tables below reconcile the numerators and denominators of basic and diluted Net income per share for all periods presented.

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024		January 27, 2024	
	Class A	Class B	Class A	Class B
Numerator:				
Net income allocated, basic	$ 10,972	$ 2,966	$ 19,752	$ 5,331
Conversion of Class B to Class A shares	2,966	—	5,331	—
Net income allocated, diluted	$ 13,938	$ 2,966	$ 25,083	$ 5,331
Denominator:				
Weighted average shares outstanding, basic	10,099	4,204	10,123	4,204
Conversion of Class B to Class A shares	4,204	—	4,204	—
Weighted average shares outstanding, diluted	14,303	4,204	14,327	4,204

	13 Weeks Ended		26 Weeks Ended	
	January 28, 2023		January 28, 2023	
	Class A	Class B	Class A	Class B
Numerator:				
Net income allocated, basic	$ 9,342	$ 2,642	$ 17,743	$ 5,017
Conversion of Class B to Class A shares	2,642	—	5,017	—
Net income allocated, diluted	$ 11,984	$ 2,642	$ 22,760	$ 5,017
Denominator:				
Weighted average shares outstanding, basic	9,863	4,294	9,863	4,294
Conversion of Class B to Class A shares	4,294	—	4,294	—
Weighted average shares outstanding, diluted	14,157	4,294	14,157	4,294

Outstanding stock options to purchase Class A shares of 85 and 90 were excluded from the calculation of diluted net income per share at January 27, 2024 and January 28, 2023, respectively, as a result of their anti-dilutive effect. In addition, 496 and 358 non-vested restricted Class A shares, which are considered participating securities, and their allocated net income were excluded from the diluted net income per share calculation at January 27, 2024 and January 28, 2023, respectively, due to their anti-dilutive effect.

4. RELATED PARTY INFORMATION

A description of the Company's transactions with Wakefern, its principal supplier, and with other related parties is included in the Company's Annual Report on Form 10-K for the year ended July 29, 2023.

On August 15, 2022, notes receivable due from Wakefern of $ 28,850 that earned interest at the prime rate plus 1.25 % matured. The Company invested all of the proceeds received in variable rate notes receivable from Wakefern that earn interest at the prime rate plus .50 % and mature on August 15, 2027. On September 28, 2022, the Company invested an additional $ 30,000 in variable rate notes receivable from Wakefern that earn interest at the prime rate plus .50 % and mature on September 28, 2027.

At January 27, 2024, the Company held variable rate notes receivable due from Wakefern of $ 32,962 that earned interest at the prime rate plus .75 % and matured on February 15, 2024, $ 32,275 that earn interest at the prime rate plus .50 % and mature on August 15, 2027 and $ 33,317 that earn interest at the prime rate plus .50 % and mature on September 28, 2027. The Company invested $ 33,338 of the proceeds received from the notes that matured on February 15, 2024 in variable rate notes receivable from Wakefern that earn interest at the SOFR plus 2.25 % and mature on February 15, 2029.

Wakefern has the right to prepay these notes at any time. Under certain conditions, the Company can require Wakefern to prepay the notes, although interest earned since inception would be reduced as if it was earned based on overnight money market rates as paid by Wakefern on demand deposits.

Included in cash and cash equivalents at January 27, 2024 and July 29, 2023 are $ 114,033 and $ 122,028 , respectively, of demand deposits invested at Wakefern at overnight money market rates.

On April 28, 2022, the Company entered into a partnership agreement for 30 % interest in the development of a retail center in Old Bridge, New Jersey, which includes a Village replacement store with an operating lease obligation of $ 4,395 as of January 27, 2024. Village will fund its share of project costs estimated to be $ 15,000 to $ 20,000 over the two to three year life of the project. As of January 27, 2024, Village has invested $ 14,700 into the real estate partnership, which is accounted for as an equity method investment included in Investments in Real Estate Partnerships on the Consolidated Balance Sheet.

There have been no other significant changes in the Company's relationships or nature of transactions with related parties during the 26 weeks ended January 27, 2024.

5. COMMITMENTS and CONTINGENCIES

The Company is involved in litigation incidental to the normal course of business. Company management is of the opinion that the ultimate resolution of these legal proceedings should not have a material adverse effect on the consolidated financial position, results of operations or liquidity of the Company.

6. DEBT

Long-term debt consists of:

	January 27, 2024	July 29, 2023
Secured term loans	$ 51,779	$ 53,912
Unsecured term loan	20,183	22,702
New Market Tax Credit Financing	5,060	5,182
Total debt, excluding obligations under leases	77,022	81,796
Less current portion	9,370	9,370
Total long-term debt, excluding obligations under leases	$ 67,652	$ 72,426

Credit Facility

The Company has a credit facility (the “Credit Facility”) with Wells Fargo National Bank, National Association (“Wells Fargo”). The principal purpose of the Credit Facility is to finance general corporate and working capital requirements, Village’s fiscal 2020 acquisition of certain Fairway assets and certain capital expenditures. Among other things, the Credit Facility provides for:

- An unsecured revolving line of credit providing a maximum amount available for borrowing of $ 75,000 . Indebtedness under this agreement bears interest at the applicable Secured Overnight Financing Rate ("SOFR") plus 1.10 % and expires on May 6, 2025.

- An unsecured $ 25,500 term loan issued on May 12, 2020, repayable in equal monthly installments based on a seven-year amortization schedule through May 4, 2027 and bearing interest at the applicable SOFR plus 1.46 %. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at .26 % per annum through May 4, 2027, resulting in a fixed effective interest rate of 1.72 % on the term loan.

- A secured $ 50,000 term loan issued on September 1, 2020 repayable in equal monthly installments based on a fifteen-year amortization schedule through September 1, 2035 and bearing interest at the applicable SOFR plus 1.61 %. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at .57 % per annum through September 1, 2035, resulting in a fixed effective interest rate of 2.18 % on the term loan. The term loan is secured by real properties of Village Super Market, Inc. and its subsidiaries, including the sites of three Village stores.

- A secured $ 7,350 term loan issued on January 28, 2022 repayable in equal monthly installments based on a fifteen-year amortization schedule through January 28, 2037 and bearing interest at the applicable SOFR plus 1.50 %. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at 1.41 % per annum through January 28, 2037, resulting in a fixed effective interest rate of 2.91 % on the term loan. The term loan is secured by the Galloway store shopping center acquired in the first quarter of fiscal 2022.

On September 1, 2022, the Company amended the Credit Facility due to the execution of a seven year $ 10,000 unsecured term loan. The unsecured term loan is repayable in equal monthly installments based on a seven year amortization schedule through September 4, 2029 and bears interest at the applicable SOFR plus 1.35 %. Village also executed an interest rate swap for a notional amount equal to the term loan amount that fixes the base SOFR at 2.95 %, resulting in a fixed effective rate of 4.30 %. This loan qualified for an interest rate subsidy program with Wakefern on financing related to certain capital expenditure projects. Net of the subsidy, the Company will pay interest at a fixed effective rate of 2.30 %.

On January 27, 2023, the Company purchased the Vineland store shopping center for $ 9,500 . As part of the purchase, the Company amended the Credit Facility due to the execution of a fifteen year $ 7,125 term loan secured by the Vineland store shopping center. The secured term loan is repayable in equal monthly installments based on a fifteen year amortization schedule through January 27, 2038 and bears interest at the applicable SOFR plus 1.75 %. Village also executed an interest rate swap for a notional amount equal to the term loan amount that fixes the base SOFR at 3.59 %, resulting in a fixed effective rate of 5.34 %.

The Credit Facility also provides for up to $ 25,000 of letters of credit ($ 7,336 outstanding at January 27, 2024), which secure obligations for store leases and construction performance guarantees to municipalities. The Credit Facility contains covenants that, among other conditions, require a minimum tangible net worth, a minimum fixed charge coverage ratio and a maximum adjusted debt to EBITDAR ratio. The Company was in compliance with all covenants of the credit agreement at January 27, 2024. As of January 27, 2024, $ 67,664 remained available under the unsecured revolving line of credit.

New Markets Tax Credit Financing

On December 29, 2017, the Company entered into a financing transaction with Wells Fargo Community Investment Holdings, LLC (“Wells Fargo”) under a qualified New Markets Tax Credit (“NMTC”) program related to the construction of a new store in the Bronx, New York. The NMTC program was provided for in the Community Renewal Tax Relief Act of 2000 (the “Act”) and is intended to induce capital investment in qualified lower income communities. The Act permits taxpayers to claim credits against their Federal income taxes for up to 39% of qualified investments in the equity of community development entities (“CDEs”). CDEs are privately managed investment institutions that are certified to make qualified low-income community investments.

In connection with the financing, the Company loaned $ 4,835 to VSM Investment Fund, LLC (the "Investment Fund") at an interest rate of 1.403 % per year and with a maturity date of December 31, 2044. Repayments on the loan commence in March 2025. Wells Fargo contributed $ 2,375 to the Investment Fund and, by virtue of such contribution, is entitled to substantially all of the tax benefits derived from the NMTC. The Investment Fund is a wholly owned subsidiary of Wells Fargo. The loan to the Investment Fund is recorded in Other assets in the consolidated balance sheets.

The Investment Fund then contributed the proceeds to a CDE, which, in turn, loaned combined funds of $ 6,563 , net of debt issuance costs, to Village Super Market of NY, LLC, a wholly-owned subsidiary of the Company, at an interest rate of 1.000 % per year with a maturity date of December 31, 2051. These loans are secured by the leasehold improvements and equipment related to the construction of the Bronx store. Repayment of the loans commences in March 2025. The proceeds of the loans from the CDE were used to partially fund the construction of the Bronx store. The Notes payable related to New Markets Tax Credit, net of debt issuance costs, are recorded in long-term debt in the consolidated balance sheets.

The NMTC is subject to 100% recapture for a period of seven years. The Company is required to be in compliance with various regulations and contractual provisions that apply to the New Markets Tax Credit arrangement. Noncompliance could result in Wells Fargo's projected tax benefits not being realized and, therefore, require the Company to indemnify Wells Fargo for any loss or recapture of NMTCs. The Company does not anticipate any credit recapture will be required in connection with this financing arrangement. The transaction includes a put/call provision whereby the Company may be obligated or entitled to repurchase Wells Fargo's interest in the Investment Fund. The value attributed to the put/call is de minimis. We believe that Wells Fargo will exercise the put option in December 2024, at the end of the recapture period, that will result in a net benefit to the Company of $ 1,728 . The Company is recognizing the net benefit over the seven-year compliance period in operating and administrative expense.

7. DERIVATIVES AND HEDGING ACTIVITIES

The Company is exposed to interest rate risk arising from fluctuations in SOFR related to the Company’s Credit Facility. The Company manages exposure to this risk and the variability of related cash flows primarily by the use of derivative financial instruments, specifically, interest rate swaps.

The Company’s objectives in using interest rate swaps are to add stability to interest expense and to manage its exposure to interest rate movements. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount.

As of January 27, 2024, the Company had five interest rate swaps with an aggregate initial notional value of $ 99,975 to hedge the variable cash flows associated with variable-rate loans under the Company's Credit Facility. The interest rate swaps were executed for risk management and are not held for trading purposes. The objective of the interest rate swaps is to hedge the variability of cash flows resulting from fluctuations in the reference rate. The swaps replaced the applicable reference rate with fixed interest rates and payments are settled monthly when payments are made on the variable-rate loans. The Company's derivatives qualify and have been designated as cash flow hedges of interest rate risk. The gain or loss on the derivative is recorded in Accumulated other comprehensive income and subsequently reclassified into interest expense in the same period during which the hedged transaction affects earnings. Amounts reported in Accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on the variable-rate loans. The Company reclassified $ 775 and $ 506 during the 13 weeks ended January 27, 2024 and January 28, 2023, respectively, and $ 1,555 and $ 748 during the 26 weeks ended January 27, 2024 and January 28, 2023, respectively, from Accumulated other comprehensive income to Interest expense.

The notional value of the interest rate swaps were $ 72,227 as of January 27, 2024. The fair value of interest rate swaps recorded in Other assets in the consolidated balance sheets is $ 8,112 as of January 27, 2024.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(Dollars in Thousands)

OVERVIEW

Village Super Market, Inc. (the "Company" or "Village") was founded in 1937. Village operates a chain of 34 supermarkets in New Jersey (26), New York (6), Maryland (1) and Pennsylvania (1) under the ShopRite and Fairway banners and three Gourmet Garage specialty markets in New York City. Village is the second largest member of Wakefern Food Corporation ("Wakefern"), the nation's largest retailer-owned food cooperative and owner of the ShopRite, Fairway and Gourmet Garage names. As further described in the Company's Form 10-K, this ownership interest in Wakefern provides Village with many of the economies of scale in purchasing, distribution, advanced retail technology, marketing and advertising associated with chains of greater size and geographic coverage.

The supermarket industry is highly competitive and characterized by narrow profit margins. The Company competes directly with multiple retail formats, both in-store and online, including national, regional and local supermarket chains as well as warehouse clubs, supercenters, drug stores, discount general merchandise stores, fast food chains, restaurants, dollar stores and convenience stores. The Company competes by providing a superior customer service experience, competitive pricing and a broad range of consistently available quality products. The ShopRite Price Plus and Fairway Insider customer loyalty programs enable Village to offer continuity programs, focus on target marketing initiatives and to offer discounts and attach digital coupons directly to a customer's loyalty card.

Online grocery ordering for in-store pick up or home delivery is available in all of our ShopRite stores through shoprite.com, the ShopRite app or through third party service providers. Additionally, the ShopRite Order Express app enables customers to pre-order deli, catering, specialty occasion cakes and other items. Online ordering for home delivery is available in all Fairway stores through fairwaymarket.com, the Fairway app or through third party service providers. Online ordering for home delivery is available in all Gourmet Garage stores through gourmetgarage.com, the Gourmet Garage app or through third party service providers.

To promote production efficiency, product quality and consistency, the Company operates a centralized commissary supplying certain products in deli, bakery, prepared foods and other perishable product categories to all stores. The Company also owns and operates an automated micro-fulfillment center to facilitate online order fulfillment for the south New Jersey stores.

The Company's stores, eight of which are owned, average 54,000 total square feet. These larger store sizes enable the Company to offer a wide variety of national branded and locally sourced food products, including grocery, meat, produce, dairy, deli, seafood, prepared foods, bakery and frozen foods as well as non-food product offerings, including health and beauty care, general merchandise, liquor and 21 in-store pharmacies. Most product departments include high-quality, competitively priced own-brand offerings under the Wholesome Pantry, Bowl & Basket, Paperbird and Fairway brands. Our Fairway Markets offer a one-stop destination shopping experience with an emphasis on fresh, unique, and high quality offerings paired with an expansive variety of natural, organic, specialty and gourmet products. Our Gourmet Garage specialty markets offer organic produce, signature soups and prepared foods, high-quality meat and seafood, charcuterie and gourmet cheeses, artisan baked bread and pastries, chef-prepared meals to go and pantry staples.

The Company has an ongoing program to evaluate, upgrade and expand its supermarket chain. This program has included store remodels as well as the opening or acquisition of additional stores. When remodeling, Village has sought, whenever possible, to increase the amount of selling space in its stores. On August 14, 2022, we converted the Pelham, NY store from the Fairway banner to the ShopRite banner and a major remodel of the store was completed in late October 2022.

On November 1, 2023, Village closed an 8,400 sq. ft. Gourmet Garage store located in New York City. The impact associated with the closure and ongoing results of operating were not material to Village's consolidated financial statements.

We consider a variety of indicators to evaluate our performance, such as same store sales; percentage of total sales by department (mix); shrink; departmental gross profit percentage; sales per labor hour; units per labor hour; and hourly labor rates.

RESULTS OF OPERATIONS

The following table sets forth the major components of the Consolidated Statements of Operations as a percentage of sales:

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024	January 28, 2023	January 27, 2024	January 28, 2023
Sales	100.00 %	100.00 %	100.00 %	100.00 %
Cost of sales	71.60	72.53	71.55	71.93
Gross profit	28.40	27.47	28.45	28.07
Operating and administrative expense	23.71	23.07	23.99	23.60
Depreciation and amortization	1.48	1.54	1.53	1.58
Operating income	3.21	2.86	2.93	2.89
Interest expense	(0.18)	(0.17)	(0.19)	(0.19)
Interest income	0.65	0.48	0.68	0.43
Income before income taxes	3.68	3.17	3.42	3.13
Income taxes	1.16	0.98	1.08	0.97
Net income	2.52 %	2.19 %	2.34 %	2.16 %

Sales. Sales were $575,579 in the 13 weeks ended January 27, 2024, an increase of 2.1% compared to the 13 weeks ended January 28, 2023. Sales increased due to an increase in same store sales of 2.2% partially offset by the impact of the closure of a Gourmet Garage location on November 1, 2023. Same store sales increased due primarily to retail price inflation, digital sales growth, higher pharmacy sales and continued growth in recently remodeled stores. New stores, replacement stores and stores with banner changes are included in same store sales in the quarter after the store has been in operation for four full quarters. Store renovations and expansions are included in same store sales immediately.

Sales were $1,111,933 in the 26 weeks ended January 27, 2024, an increase of 2.6% compared to the 26 weeks ended January 28, 2023. Sales increased due to an increase in same store sales of 2.1% and increased sales due to the remodel and conversion of the Pelham, NY Fairway to the ShopRite banner on August 15, 2022 partially offset by the impact of the closure of a Gourmet Garage location on November 1, 2023. Same store sales increased due primarily to retail price inflation, digital sales growth, higher pharmacy sales and continued growth in recently remodeled stores.

Gross Profit. Gross profit as a percentage of sales increased .93% in the 13 weeks ended January 27, 2024 compared to the 13 weeks ended January 28, 2023 due primarily to increased departmental gross margin percentages (.49%), higher patronage dividends and rebates received from Wakefern (.49%), decreased warehouse assessment charges from Wakefern (.14%) and decreased LIFO charges (.05%) partially offset by higher promotional spending (.13%) and an unfavorable change in product mix (.11%). Department gross margins increased due primarily to improvements in both shrink and commissary operations. Gross profit in both the 13 weeks ended January 27, 2024 and the 13 weeks ended January 28, 2023 was favorably impacted by receipt of patronage dividends from Wakefern greater than estimated amounts accrued in both the second quarter of fiscal 2024 (.58%) and 2023 (.17%).

Gross profit as a percentage of sales increased .38% in the 26 weeks ended January 27, 2024 compared to the 26 weeks ended January 28, 2023 due primarily to increased departmental gross margin percentages (.42%), increased patronage dividends and rebates received from Wakefern (.24%) and decreased LIFO charges (.04%) partially offset by higher promotional spending (.18%), an unfavorable change in product mix (.12%) and increased warehouse assessment charges from Wakefern (.02%). Department gross margins increased due primarily to improvements in both shrink and commissary operations. Gross profit in both the 26 weeks ended January 27, 2024 and the 26 weeks ended January 28, 2023 was favorably impacted by receipt of patronage dividends from Wakefern greater than estimated amounts accrued in both the second quarter of fiscal 2024 (.30%) and 2023 (.09%).

Operating and Administrative Expense. Operating and administrative expense as a percentage of sales increased .64% in the 13 weeks ended January 27, 2024 compared to the 13 weeks ended January 28, 2023 due primarily to increased labor costs and fringe benefits (.25%), facility repair and maintenance costs (.09%), security costs (.07%), software licensing associated with technology investments (.06%), external consulting fees (.06%) and external fees associated with digital sales

(.05%). Higher labor and fringe benefit costs due primarily to minimum wage and demand driven pay rate increases and higher union health and welfare plan costs.

Operating and administrative expense as a percentage of sales increased .39% in the 26 weeks ended January 27, 2024 compared to the 26 weeks ended January 28, 2023 due primarily to increased facility repair and maintenance costs (.10%), labor and fringe benefits (.08%), security costs (.07%), software licensing associated with technology investments (.05%) and external fees associated with digital sales (.05%).

Depreciation and Amortization. Depreciation and amortization expense decreased in the 13 and 26 weeks ended January 27, 2024 compared to the 13 and 26 weeks ended January 28, 2023 due primarily to the timing of capital expenditures.

Interest Expense. Interest expense increased in the 13 and 26 weeks ended January 27, 2024 compared to the 13 and 26 weeks ended January 28, 2023 due primarily to higher average outstanding debt balances.

Interest Income. Interest income increased in the 13 and 26 weeks ended January 27, 2024 compared to the 13 and 26 weeks ended January 28, 2023 due primarily to higher interest rates and larger amounts invested in variable rate notes receivable from Wakefern and demand deposits at Wakefern.

Income Taxes. The effective income tax rate was 31.5% in the 13 and 26 weeks ended January 27, 2024 compared to 30.9% in the 13 and 26 weeks ended January 28, 2023.

Net Income. Net Income was $14,480 in the 13 weeks ended January 27, 2024 compared to $12,322 in the 13 weeks ended January 28, 2023. Net income increased 18% compared to the prior year due primarily to the increase in sales of 2.1%, increased gross profit margin and higher interest income.

Net income was $26,066 in the 26 weeks ended January 27, 2024 compared to $23,405 in the 26 weeks ended January 28, 2023. Net income increased 11% compared to the 26 weeks ended January 28, 2023 due primarily to the increase in sales of 2.6%, increased gross profit margin and higher interest income.

CRITICAL ACCOUNTING POLICIES

Critical accounting policies are those accounting policies that management believes are important to the portrayal of the Company's financial condition and results of operations. These policies require management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The Company's critical accounting policies relating to the impairment of long-lived assets, goodwill and indefinite-lived intangible assets and accounting for patronage dividends earned as a stockholder of Wakefern, are described in the Company's Annual Report on Form 10-K for the year ended July 29, 2023. As of January 27, 2024, there have been no changes to the critical accounting policies contained therein.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

LIQUIDITY AND CAPITAL RESOURCES

Net cash provided by operating activities was $48,674 in the 26 weeks ended January 27, 2024 compared to $48,357 in the corresponding period of the prior year. The change in cash flows from operating activities in fiscal 2024 was primarily due to an increase in net income partially offset by changes in working capital. Working capital changes, including Other assets and liabilities, increased cash flows from operating activities by $2,551 in fiscal 2024 compared to an increase of $4,275 in fiscal 2023. The change in impact of working capital is due primarily to the timing of tax payments.

During the 26 weeks ended January 27, 2024, Village used cash to fund capital expenditures of $34,783, dividends of $6,701, principal payments of long-term debt of $5,387, share repurchases of $1,358, an investment in a real estate partnership for the development of a retail center in Old Bridge, New Jersey of $3,825 and additional net investments of $4,345 in notes receivable from Wakefern. Capital expenditures primarily include costs associated with the construction of the Old Bridge replacement store scheduled to open in fiscal 2024, the minor remodel of the Millburn, NJ ShopRite, two other replacement stores scheduled to open in fiscal 2025, the purchase of real estate and various technology, equipment and facility upgrades.

We have revised our budgeted capital expenditures downward from prior estimates to approximately $70,000 in fiscal 2024 due to the timing of construction spends for replacement stores shifting from fiscal 2024 into fiscal 2025. Planned expenditures include costs for construction of the Old Bridge replacement store scheduled to open in fiscal 2024 and two other replacement stores scheduled to open in fiscal 2025, potential real estate purchases, several smaller store remodels and merchandising initiatives and various technology, equipment and facility upgrades. The Company’s primary sources of liquidity in fiscal 2024 are expected to be cash and cash equivalents on hand at January 27, 2024 and operating cash flow generated in fiscal 2024.

On April 28, 2022 the Company entered into a partnership agreement for a 30% interest in the development of a retail center in Old Bridge, New Jersey, which includes a Village replacement store with an operating lease obligation of $4,395 as of January 27, 2024. Village will fund its share of project costs estimated to be $15,000 to $20,000 over the two to three year life of the project. As of January 27, 2024, Village has invested $14,700 into the real estate partnership, which is accounted for as an equity method investment included in Investments in Real Estate Partnerships on the consolidated balance sheet.

On August 15, 2022, notes receivable due from Wakefern of $28,850 that earned interest at the prime rate plus 1.25% matured. The Company invested all of the proceeds received in variable rate notes receivable from Wakefern that earn interest at the prime rate plus .50% and mature on August 15, 2027. On September 28, 2022, the Company invested an additional $30,000 in variable rate notes receivable from Wakefern that earn interest at the prime rate plus .50% and mature on September 28, 2027.

At January 27, 2024, the Company held variable rate notes receivable due from Wakefern of $32,962 that earned interest at the prime rate plus .75% and matured on February 15, 2024, $32,275 that earn interest at the prime rate plus .50% and mature on August 15, 2027 and $33,317 that earn interest at the prime rate plus .50% and mature on September 28, 2027. The Company invested $33,338 of the proceeds received from the notes that matured on February 15, 2024 in variable rate notes receivable from Wakefern that earn interest at the SOFR plus 2.25% and mature on February 15, 2029.

Wakefern has the right to prepay these notes at any time. Under certain conditions, the Company can require Wakefern to prepay the notes, although interest earned since inception would be reduced as if it was earned based on overnight money market rates as paid by Wakefern on demand deposits.

Working capital was $60,061 at January 27, 2024 compared to $67,714 at July 29, 2023. Working capital ratios at the same dates were 1.34 and 1.38 to one, respectively. The Company’s working capital needs are reduced, since inventories are generally sold by the time payments to Wakefern and other suppliers are due.

Credit Facility

The Company has a credit facility (the “Credit Facility”) with Wells Fargo National Bank, National Association (“Wells Fargo”). The principal purpose of the Credit Facility is to finance general corporate and working capital requirements, Village’s fiscal 2020 acquisition of certain Fairway assets and certain capital expenditures. Among other things, the Credit Facility provides for:

- An unsecured revolving line of credit providing a maximum amount available for borrowing of $75,000. Indebtedness under this agreement bears interest at the applicable Secured Overnight Financing Rate ("SOFR") plus 1.10% and expires on May 6, 2025.

- An unsecured $25,500 term loan issued on May 12, 2020, repayable in equal monthly installments based on a seven-year amortization schedule through May 4, 2027 and bearing interest at the applicable SOFR plus 1.46%. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at .26% per annum through May 4, 2027, resulting in a fixed effective interest rate of 1.72% on the term loan.

- A secured $50,000 term loan issued on September 1, 2020 repayable in equal monthly installments based on a fifteen-year amortization schedule through September 1, 2035 and bearing interest at the applicable SOFR plus 1.61%. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at .57% per annum through September 1, 2035, resulting in a fixed effective interest rate of 2.18% on the term loan. The term loan is secured by real properties of Village Super Market, Inc. and its subsidiaries, including the sites of three Village stores.

- A secured $7,350 term loan issued on January 28, 2022 repayable in equal monthly installments based on a fifteen-year amortization schedule through January 28, 2037 and bearing interest at the applicable SOFR plus 1.50%. An interest rate swap with notional amounts equal to the term loan fixes the base SOFR at 1.41% per annum through January 28, 2037, resulting in a fixed effective interest rate of 2.91% on the term loan. The term loan is secured by the Galloway store shopping center acquired for $9,800 in the first quarter of fiscal 2022.

On September 1, 2022, the Company amended the Credit Facility due to the execution of a seven year $10,000 unsecured term loan. The unsecured term loan is repayable in equal monthly installments based on a seven year amortization schedule through September 4, 2029 and bears interest at the applicable SOFR plus 1.35%. Village also executed an interest rate swap for a notional amount equal to the term loan amount that fixes the base SOFR at 2.95%, resulting in a fixed effective rate of 4.30%. This loan qualified for an interest rate subsidy program with Wakefern on financing related to certain capital expenditure projects. Net of the subsidy, the Company will pay interest at a fixed effective rate of 2.30%.

On January 27, 2023, the Company purchased the Vineland store shopping center for $9,500. As part of the purchase, the Company amended the Credit Facility due to the execution of a fifteen year $7,125 term loan secured by the Vineland store shopping center. The secured term loan is repayable in equal monthly installments based on a fifteen year amortization schedule through January 27, 2038 and bears interest at the applicable SOFR plus 1.75%. Village also executed an interest rate swap for a notional amount equal to the term loan amount that fixes the base SOFR at 3.59%, resulting in a fixed effective rate of 5.34%.

Based on current trends, the Company believes cash and cash equivalents on hand at January 27, 2024, operating cash flow and availability under our Credit Facility are sufficient to meet our liquidity needs for the next twelve months and for the foreseeable future beyond the next twelve months.

There have been no other substantial changes as of January 27, 2024 to the contractual obligations and commitments discussed in the Company's Annual Report on Form 10-K for the year ended July 29, 2023.

OUTLOOK

This Form 10-Q contains certain forward-looking statements about Village's future performance. These statements are based on management's assumptions and beliefs in light of information currently available. Such statements relate to, for example: same store sales; economic conditions; expected pension plan contributions; projected capital expenditures; cash flow requirements; inflation expectations; and legal matters; and are indicated by words such as "will," "expect," "should," "intend," "anticipates," "believes" and similar words or phrases. The Company cautions the reader that there is no assurance that actual results or business conditions will not differ materially from the results expressed, suggested or implied by such forward-looking statements. The Company undertakes no obligation to update forward-looking statements to reflect developments or information obtained after the date hereof.

- We expect the increase in same store sales to range from 1.0% to 3.0% in fiscal 2024.

- We have revised our budgeted capital expenditures downward from prior estimates to approximately $70,000 in fiscal 2024 due to the timing of construction spends for replacement stores shifting from fiscal 2024 into fiscal 2025. Planned expenditures include costs for construction of the Old Bridge replacement store scheduled to open in fiscal 2024 and two other replacement stores scheduled to open in fiscal 2025, potential real estate purchases, several smaller store remodels and merchandising initiatives and various technology, equipment and facility upgrades.

- The Board's current intention is to continue to pay quarterly dividends in 2024 at the most recent rate of $.25 per Class A and $.1625 per Class B share.

- We believe cash and cash equivalents on hand, operating cash flow and the Company's Credit Facility will be adequate to meet anticipated requirements for working capital, capital expenditures and debt payments for the foreseeable future.

- We expect our effective income tax rate in fiscal 2024 to be in the range of 31.0% - 32.0%.

Various uncertainties and other factors could cause actual results to differ from the forward-looking statements contained in this report. These include:

- The supermarket business is highly competitive and characterized by narrow profit margins. Results of operations may be materially adversely impacted by competitive pricing and promotional programs, industry consolidation and competitor store openings. Village competes directly with multiple retail formats both in-store and online, including national, regional and local supermarket chains as well as warehouse clubs, supercenters, drug stores, discount general merchandise stores, fast food chains, restaurants, dollar stores and convenience stores. Some of these competitors have greater financial resources, lower merchandise acquisition costs and lower operating expenses than we do.

- The Company's stores are concentrated in New Jersey, New York, Pennsylvania and Maryland. We are vulnerable to economic downturns in these states in addition to those that may affect the country as a whole. Economic conditions such as inflation, deflation, interest rate fluctuations, movements in energy costs, social programs, minimum wage legislation, unemployment rates, disturbances due to social unrest and changing demographics may adversely affect our sales and profits.

- Village purchases substantially all of its merchandise from Wakefern. In addition, Wakefern provides the Company with support services in numerous areas including advertising, workers' compensation, liability and property insurance, supplies, certain equipment purchasing, coupon processing, certain financial accounting applications, retail technology support, and other store services. Further, Village receives patronage dividends and other product incentives from Wakefern and also has demand deposits and notes receivable due from Wakefern.

  Any material change in Wakefern's method of operation or a termination or material modification of Village's relationship with Wakefern could have an adverse impact on the conduct of the Company's business and could involve additional expense for Village. The failure of any Wakefern member to fulfill its obligations to Wakefern or a member's insolvency or withdrawal from Wakefern could result in increased costs to the Company. Additionally, an adverse change in Wakefern's results of operations could have an adverse effect on Village's results of operations.

- Approximately 92% of our employees are covered by collective bargaining agreements. Any work stoppages could have an adverse impact on our financial results. If we are unable to control health care and pension costs provided for in the collective bargaining agreements, we may experience increased operating costs.

- The Company could be adversely affected if consumers lose confidence in the safety and quality of the food supply chain. The real or perceived sale of contaminated food products by us could result in a loss of consumer confidence and product liability claims, which could have a material adverse effect on our sales and operations.

- Certain of the multi-employer plans to which we contribute are underfunded. As a result, we expect that contributions to these plans may increase. Additionally, the benefit levels and related items will be issues in the negotiation of our collective bargaining agreements. Under current law, an employer that withdraws or partially withdraws from a multi-employer pension plan may incur a withdrawal liability to the plan, which represents the portion of the plan's underfunding that is allocable to the withdrawing employer under very complex actuarial and allocation rules. The failure of a withdrawing employer to fund these obligations can impact remaining employers. The amount of any increase or decrease in our required contributions to these multi-employer pension plans will depend upon the outcome of collective bargaining, actions taken by trustees who manage the plans, government regulations, withdrawals by other participating employers and the actual return on assets held in the plans, among other factors.

- The Company uses a combination of insurance and self-insurance to provide for potential liability for workers' compensation, automobile, general liability, property, director and officers' liability, and certain employee health care benefits. Any projection of losses is subject to a high degree of variability. Changes in legal claims, trends and interpretations, variability in inflation rates, changes in the nature and method of claims settlement, benefit level changes due to changes in applicable laws, and insolvency of insurance carriers could all affect our financial condition, results of operations, or cash flows.

- Our long-lived assets, primarily store property, equipment and fixtures, are subject to periodic testing for impairment. Failure of our asset groups to achieve sufficient levels of cash flow could result in impairment charges on long-lived assets.

- Our goodwill and indefinite-lived intangible assets are tested at the end of each fiscal year, or more frequently if circumstances dictate, for impairment. Failure of acquired businesses to achieve their forecasted expectations could result in impairment charges to goodwill and indefinite-lived intangible assets.

- Our effective tax rate may be impacted by the results of tax examinations and changes in tax laws.

- Wakefern provides all members of the cooperative with information system support that enables us to effectively manage our business data, customer transactions, ordering, communications and other business processes. These information systems are subject to damage or interruption from power outages, computer or telecommunications failures, computer viruses and related malicious software, catastrophic weather events, or human error. Any material interruption of our or Wakefern's information systems could have a material adverse impact on our results of operations.

  Due to the nature of our business, personal information about our customers, vendors and associates is received and stored in these information systems. In addition, confidential information is transmitted through our online business at shoprite.com and through the ShopRite app. Unauthorized parties may attempt to access information stored in or to sabotage or disrupt these systems. Wakefern and the Company maintain substantial security measures to prevent and detect unauthorized access to such information, including utilizing third-party service providers for monitoring our networks, security reviews, and other functions. It is possible that computer hackers, cyber terrorists and others may be able to defeat the security measures in place at the Company, Wakefern or those of third-party service providers.

  Any breach of these security measures and loss of confidential information, which could be undetected for a period of time, could damage our reputation with customers, vendors and associates, cause Wakefern and Village to incur significant costs to protect any customers, vendors and associates whose personal data was compromised, cause us to make changes to our information systems and could result in government enforcement actions and litigation against Wakefern and/or Village from outside parties. Any such breach could have a material adverse impact on our operations, consolidated financial condition, results of operations, and liquidity if the related costs to Wakefern and Village are not covered or are in excess of carried insurance policies. In addition, a security breach could require Wakefern and Village to devote significant management resources to address problems created by the security breach and restore our reputation.

RELATED PARTY TRANSACTIONS

See note 4 to the unaudited consolidated financial statements for information on related party transactions.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

As required by Rule 13a-15 under the Exchange Act, the Company carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures at the end of the period. This evaluation was carried out under the supervision, and with the participation, of the Company's management, including the Company's Chief Executive Officer along with the Company's Chief Financial Officer. Based upon that evaluation, the Company's Chief Executive Officer, along with the Company's Chief Financial Officer, concluded that the Company's disclosure controls and procedures are effective.

Disclosure controls and procedures are designed to ensure that information required to be disclosed in Company reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in Company reports filed under the Exchange Act is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer as appropriate, to allow timely decisions regarding required disclosure.

There have been no changes in the Company's internal control over financial reporting during the quarter ended January 27, 2024 that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

PART II - OTHER INFORMATION

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

ITEM 2C. ISSUER PURCHASES OF EQUITY SECURITIES

The number and average price of shares purchased in each fiscal month of the second quarter of fiscal 2024 are set forth in the table below:

Period(1)	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)
October 29, 2023 to November 25, 2023	19,864	$23.80	19,864	$1,947,323
November 26, 2023 to December 23, 2023	—	$—	—	$1,947,323
December 24, 2023 to January 27, 2024	3,973	$25.97	3,973	$1,844,154
Total	23,837	$24.16	23,837	$1,844,154

(1) The reported periods conform to our fiscal calendar.

(2) Includes amount remaining under the $5.0 million repurchase program of the Company's Class A Common Stock authorized by the Board of Directors and announced on September 13, 2019 . Repurchases may be made from time-to-time through a variety of methods, including open market purchases and other negotiated transactions, including through plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934.

ITEM 6. EXHIBITS

Exhibit 10.1	60-Month Adjustable Rate Promissory Note
Exhibit 10.2	60-Month Adjustable Rate Promissory Note
Exhibit 10.3	60-Month Adjustable Rate Promissory Note
Exhibit 10.4	60-Month Adjustable Rate Promissory Note
Exhibit 10.5	60-Month Adjustable Rate Promissory Note
Exhibit 10.6	60-Month Adjustable Rate Promissory Note
Exhibit 31.1	Certification
Exhibit 31.2	Certification
Exhibit 32.1	Certification (furnished, not filed)
Exhibit 32.2	Certification (furnished, not filed)
Exhibit 99.1	Press Release
101 INS	XBRL Instance
101 SCH	XBRL Schema
101 CAL	XBRL Calculation
101 DEF	XBRL Definition
101 LAB	XBRL Label
101 PRE	XBRL Presentation

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	Village Super Market, Inc. Registrant
Dated: March 6, 2024	/s/ Robert P. Sumas Robert P. Sumas (Chief Executive Officer)
Dated: March 6, 2024	/s/ John Van Orden John Van Orden (Chief Financial Officer)

60 MONTH ADJUSTABLE RATE
NON-NEGOTIABLE PROMISSORY NOTE

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAW. THIS NOTE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED EXCEPT AS PROVIDED HEREIN.

VALUE RECEIVED: $5,556,395.30 **Note No. 11114 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ______________, Vice chairman
Name and Title

Note No. 11114

Proceeds of No. 10659

By: ______________ CHAIRMAN
Name and Title

60 MONTH ADJUSTABLE RATE
NON-NEGOTIABLE PROMISSORY NOTE

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAW. THIS NOTE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED EXCEPT AS PROVIDED HEREIN.

VALUE RECEIVED: $5,556,395.30 **Note No. 11115 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ____________, Vice chairman
Name and Title

Note No. 11115

Proceeds of No. 10659

By: ____________ — CHAIRMAN
Name and Title

60 MONTH ADJUSTABLE RATE
NON-NEGOTIABLE PROMISSORY NOTE

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAW. THIS NOTE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED EXCEPT AS PROVIDED HEREIN.

VALUE RECEIVED: $5,556,395.30 **Note No. 11116 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ____________, vice chairman
Name and Title

Note No. 11116

Proceeds of No. 10660

By: ____________ CHAIRMAN
Name and Title

60 MONTH ADJUSTABLE RATE
NON-NEGOTIABLE PROMISSORY NOTE

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAW. THIS NOTE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED EXCEPT AS PROVIDED HEREIN.

VALUE RECEIVED: $5,556,395.30 **Note No. 11117 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ______, Vice Chairman
Name and Title

Note No. 11117

Proceeds of No. 10660

By: ______ CHAIRMAN
Name and Title

60 MONTH ADJUSTABLE RATE
NON-NEGOTIABLE PROMISSORY NOTE

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VALUE RECEIVED: $5,556,395.30 **Note No. 11118 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ______________ Vice Chairman
Name and Title

Note No. 11118

Proceeds of No. 10661

By: ______________ Chairman
Name and Title

60 MONTH ADJUSTABLE RATE
<u>NON-NEGOTIABLE PROMISSORY NOTE</u>

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES OR "BLUE SKY" LAW. THIS NOTE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR HYPOTHECATED EXCEPT AS PROVIDED HEREIN.

VALUE RECEIVED: $5,556,395.30 **Note No. 11119 DATE: February 15, 2024**
FOR VALUE RECEIVED, WAKEFERN FOOD CORP., a New Jersey corporation ("Payor") hereby unconditionally PROMISES TO PAY to VILLAGE SUPERMARKETS INC., ("Payee") in lawful money of the United States of America and in immediately available funds, the principal amount of Five Million Five Hundred Fifty Six Thousand Three Hundred Ninety Five and 30/100 Dollars ($5,556,395.30) together with interest thereon as hereinafter provided.

1. Payment. Payment of the unpaid principal balance of the Note shall be payable on **February 15, 2029.**

2. Interest. Except as provided herein in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal outstanding balance of this Note for every day such amount remains outstanding at a rate equal to (i) the Monthly SOFR Rate plus (ii) two and one quarter of a percent (2.25%) per annum (the "Interest Rate") and shall be payable quarterly on the last day of each March, June, September, and December and on the date on which this Note is paid in full, and shall be calculated on the basis of a 365-day year or, at the election of the Payee, may be compounded as additional principal on the first day of the subsequent April, July, October and January, respectively. For purposes of this Note, the term "Monthly SOFR Rate" means with respect to any calendar month, a rate per annum equal to the daily secured overnight financing rate published by the Federal Reserve Bank of New York as of the first business day of such calendar month, as published at https://www.newyorkfed.org/markets/reference-rates/sofr or, if not published on such site, on such other publicly available site or reference for such rate as identified by the Payor. Notwithstanding anything contained herein to the contrary, in the event of a permitted prepayment at the request of Payee as set forth in Section 3(b) hereof, interest shall accrue on the unpaid principal balance of this Note at the rate applicable to funds subject to the program established by Payor (as the same may be amended from time to time) for prepayment of weekly store statements billed by Payor to its members (the "Adjusted Interest Rate"), which Adjusted Interest Rate shall accrue on the unpaid principal balance of this Note from the date of the last payment of interest by Payor to Payee or compounding through that date which is the date of the day before the date that this Note is paid in full. In addition, immediately prior to prepayment of this Note pursuant to Section 3(b), the principal amount of this Note shall be reduced by an amount equal to the Early Withdrawal Adjustment. "Early Withdrawal Adjustment" shall mean an amount equal to the sum of all Adjusted Interest Payments. "Adjusted Interest Payment" shall mean, for each quarterly interest payment that shall have been made by Payor or compounded at the Interest Rate (each, an "Interest Rate Payment"), the

amount equal to the excess of (i) the Interest Rate Payment made or compounded for such quarterly period over (ii) the amount of interest that would have been paid by Payor or compounded for such quarter at the Adjusted Interest Rate had the Adjusted Interest Rate been in effect at the time that such quarterly interest payment was made or compounded.

3. Prepayment.

(a) The Payor shall have the right at any time and from time to time, without penalty or premium, to prepay the whole or any part of the principal amount of this Note together with the accrued interest on the unpaid principal amount hereof.

(b) Payee, or the executor of Payee's estate in the case of clause (3) below, may, subject to the terms set forth in this Section 3(b), require Payor to prepay the remaining balance of this Note, provided that the funds to be received by Payee, or Payee's estate in the case of clause (3) below, upon such prepayment are necessary for, and will be used by Payee, or Payee's estate in the case of clause (3) below, to pay (1) costs and expenses related to the renovation of a ShopRite store operated by Payee, but only to the extent that such costs and expenses are reasonably estimated to exceed $1.5 million, (2) costs and expenses related to the purchase or construction of a new ShopRite store by Payee, (3) costs and expenses associated with the settlement of estate taxes applicable to Payee's estate or for administration of the estate, (4) costs and expenses associated with the settlement of income taxes applicable to Payee, (5) payments to underfunded multi-employer pension plans to which Payee contributes or payments associated with Payee's withdrawal from any such plan or (6) financial obligations of Payee as they become due, to the extent that Payee would otherwise be unable to make such payments without receiving prepayment of funds pursuant to this Section 3(b). Payee may only request prepayment of the entire remaining balance of this Note pursuant to this Section 3(b), and no partial prepayment of this Note shall be required. If Payee elects to exercise its option to receive prepayment of this Note pursuant to this Section 3(b), Payee shall promptly provide Payor with written notice of this election, and Payor shall, within 10 business days of Payor's receipt of such notice, provide written notice to Payee that either (i) Payor will, within 90 days of Payor's receipt of Payee's notice, deposit into an account designated by Payee an amount in cash equal to the amount outstanding under this Note, as adjusted by the Early Withdrawal Adjustment described in Section 2 hereof, together with interest accrued on the outstanding principal amount of this Note at the Adjusted Interest Rate to the date of prepayment or (ii) Payor has determined that the conditions to prepayment set forth in this Section 3(b) have not been satisfied, and that prepayment is therefore not permitted pursuant to this Section 3(b).

4. Payment Terms. If any payment of this Note becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Transferability. Except as set forth in the immediately following sentence, Payee may not sell, transfer, pledge, assign or hypothecate this Note. Payee may assign this Note to an affiliate of Payee that is an affiliate of a Wakefern Food Corp. member or Payor with the consent of Payor. Any attempted sale, transfer, pledge, assignment or hypothecation of this Note except as herein provided shall be null and void and of no effect.

6. Governing Law. This Note has been executed, delivered and accepted at Keasbey, New Jersey and shall be interpreted, governed by and construed in accordance with, the laws of the State of New Jersey.

WAKEFERN FOOD CORP.

By: ______, vice chairman
Name and Title

Note No. 11119

Proceeds of No. 10661

By: ______ CHAIRMAN
Name and Title

I, Robert P. Sumas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Village Super Market, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrants fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 6, 2024

/s/ Robert P. Sumas
Robert P. Sumas
Chief Executive Officer

I, John Van Orden, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Village Super Market, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrants fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
    a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 6, 2024

/s/ John Van Orden
John Van Orden
Chief Financial Officer &
Principal Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Village Super Market, Inc. (the “Company”) on Form 10-Q for the period ended January 27, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Robert P. Sumas, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert P. Sumas
Robert P. Sumas
Chief Executive Officer
March 6, 2024

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Village Super Market, Inc. (the “Company”) on Form 10-Q for the period ended January 27, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John Van Orden certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ John Van Orden
John Van Orden
Chief Financial Officer &
Principal Financial Officer
March 6, 2024

Exhibit 99.1

VILLAGE SUPER MARKET, INC.
REPORTS RESULTS FOR THE SECOND QUARTER ENDED
JANUARY 27, 2024

Contact:	John Van Orden, CFO
	(973) 467-2200
	villageinvestorrelations@wakefern.com

Springfield, New Jersey – March 5, 2024 – Village Super Market, Inc. (NASDAQ:VLGEA) (the "Company" or "Village") today reported its results of operations for the second quarter ended January 27, 2024.

Second Quarter Highlights

- Net income of $14.5 million, an increase of 18% compared to $12.3 million in the second quarter of the prior year
- Sales increased 2.1% and same store sales increased 2.2%
- Same store digital sales increased 12%

Year-To-Date Fiscal 2024 Highlights

- Net income of $26.1 million, an increase of 11% compared to $23.4 million in the prior year-to-date period
- Sales increased 2.6% and same store sales increased 2.1%
- Same store digital sales increased 12%

Second Quarter of Fiscal 2024 Results

Sales were $575.6 million in the 13 weeks ended January 27, 2024 compared to $563.9 million in the 13 weeks ended January 28, 2023. Sales increased due to an increase in same store sales of 2.2% partially offset by the impact of the closure of a Gourmet Garage location on November 1, 2023. Same store sales increased due primarily to retail price inflation, digital sales growth, higher pharmacy sales and continued growth in recently remodeled stores. New stores, replacement stores and stores with banner changes are included in same store sales in the quarter after the store has been in operation for four full quarters. Store renovations and expansions are included in same store sales immediately.

Gross profit as a percentage of sales increased to 28.40% in the 13 weeks ended January 27, 2024 compared to 27.47% in the 13 weeks ended January 28, 2023 due primarily to increased departmental gross margin percentages (.49%), higher patronage dividends and rebates received from Wakefern (.49%), decreased warehouse assessment charges from Wakefern (.14%) and decreased LIFO charges (.05%) partially offset by higher promotional spending (.13%) and an unfavorable change in product mix (.11%). Department gross margins increased due primarily to improvements in both shrink and commissary operations. Gross profit in both the 13 weeks ended January 27, 2024 and the 13 weeks ended January 28, 2023 was favorably impacted by receipt of patronage dividends from Wakefern greater than estimated amounts accrued in both the second quarter of fiscal 2024 (.58%) and 2023 (.17%).

Operating and administrative expense as a percentage of sales increased to 23.71% in the 13 weeks ended January 27, 2024 compared to 23.07% in the 13 weeks ended January 28, 2023 due primarily to increased labor costs and fringe benefits (.25%), facility repair and maintenance costs (.09%), security costs (.07%), software licensing associated with technology investments (.06%), external consulting fees (.06%) and external fees associated with digital sales (.05%). Higher labor and fringe benefit costs due primarily to minimum wage and demand driven pay rate increases and higher union health and welfare plan costs.

Depreciation and amortization expense in the 13 weeks ended January 27, 2024 decreased slightly compared to the 13 weeks ended January 28, 2023 due primarily to the timing of capital expenditures.

Interest expense increased in the 13 weeks ended January 27, 2024 compared to the 13 weeks ended January 28, 2023 due primarily to higher average outstanding debt balances.

Interest income increased in the 13 weeks ended January 27, 2024 compared to the 13 weeks ended January 28, 2023 due primarily to higher interest rates and larger amounts invested in variable rate notes receivable from Wakefern and demand deposits at Wakefern.

The effective income tax rate was 31.5% in the 13 weeks ended January 27, 2024 compared to 30.9% in the 13 weeks ended January 28, 2023.

Year-To-Date Fiscal 2024 Results

Sales were $1,111.9 million in the 26 weeks ended January 27, 2024 compared to $1,083.6 million in the 26 weeks ended January 28, 2023. Sales increased due to an increase in same store sales of 2.1%, and increased sales due to the remodel and conversion of the Pelham, NY Fairway to the ShopRite banner on August 15, 2022 partially offset by the impact of the closure of a Gourmet Garage location on November 1, 2023. Same store sales increased due primarily to retail price inflation, digital sales growth, higher pharmacy sales and continued growth in recently remodeled stores.

Gross profit as a percentage of sales increased to 28.45% in the 26 weeks ended January 27, 2024 compared to 28.07% in the 26 weeks ended January 28, 2023 due primarily to increased departmental gross margin percentages (.42%), increased patronage dividends and rebates received from Wakefern (.24%) and decreased LIFO charges (.04%) partially offset by higher promotional spending (.18%), an unfavorable change in product mix (.12%) and increased warehouse assessment charges from Wakefern (.02%). Department gross margins increased due primarily to improvements in both shrink and commissary operations. Gross profit in both the 26 weeks ended January 27, 2024 and the 26 weeks ended January 28, 2023 was favorably impacted by receipt of patronage dividends from Wakefern greater than estimated amounts accrued in both the second quarter of fiscal 2024 (.30%) and 2023 (.09%).

Operating and administrative expense as a percentage of sales increased to 23.99% in the 26 weeks ended January 27, 2024 compared to 23.60% in the 26 weeks ended January 28, 2023 due primarily to increased facility repair and maintenance costs (.10%), labor and fringe benefits (.08%), security costs (.07%), software licensing associated with technology investments (.05%) and external fees associated with digital sales (.05%).

Depreciation and amortization expense decreased slightly in the 26 weeks ended January 27, 2024 compared to the 26 weeks ended January 28, 2023 due primarily to the timing of capital expenditures.

Interest expense increased in the 26 weeks ended January 27, 2024 compared to the 26 weeks ended January 28, 2023 due primarily to higher average outstanding debt balances.

Interest income increased in the 26 weeks ended January 27, 2024 compared to the 26 weeks ended January 28, 2023 due primarily to higher interest rates and larger amounts invested in variable rate notes receivable from Wakefern and demand deposits at Wakefern.

The effective income tax rate was 31.5% in the 26 weeks ended January 27, 2024 compared to 30.9% in the 26 weeks ended January 28, 2023.

Village Super Market operates a chain of 34 supermarkets in New Jersey, New York, Maryland and Pennsylvania under the ShopRite and Fairway banners and three Gourmet Garage specialty markets in New York City.

Forward Looking Statements

All statements, other than statements of historical fact, included in this Press Release are or may be considered forward-looking statements within the meaning of federal securities law. The Company cautions the reader that there is no assurance that actual results or business conditions will not differ materially from future results, whether expressed, suggested or implied by such forward-looking statements. The Company undertakes no obligation to update forward-looking statements to reflect developments or information obtained after the date hereof. The following are among the principal factors that could cause actual results to differ from the forward-looking statements: general economic conditions; competitive pressures from the Company’s operating environment; the ability of the Company to maintain and improve its sales and margins; the ability to attract and retain qualified associates; the availability of new store locations; the availability of capital; the liquidity of the Company; the success of operating initiatives; consumer spending patterns; the impact of changing energy prices; increased cost of goods sold, including increased costs from the Company’s principal supplier, Wakefern; disruptions or changes in Wakefern's operations; the results of litigation; the results of tax examinations; the results of union contract negotiations; competitive store openings and closings; the rate of return on pension assets; and other factors detailed herein and in the Company’s filings with the SEC.

Exhibit 99.1

VILLAGE SUPER MARKET, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts) (Unaudited)

	13 Weeks Ended		26 Weeks Ended	
	January 27, 2024	January 28, 2023	January 27, 2024	January 28, 2023
Sales	$ 575,579	$ 563,866	$ 1,111,933	$ 1,083,555
Cost of sales	412,137	408,987	795,542	779,391
Gross profit	163,442	154,879	316,391	304,164
Operating and administrative expense	136,477	130,103	266,769	255,665
Depreciation and amortization	8,523	8,659	17,029	17,205
Operating income	18,442	16,117	32,593	31,294
Interest expense	(1,046)	(966)	(2,110)	(2,052)
Interest income	3,743	2,679	7,568	4,647
Income before income taxes	21,139	17,830	38,051	33,889
Income taxes	6,659	5,508	11,985	10,484
Net income	$ 14,480	$ 12,322	$ 26,066	$ 23,405
Net income per share:				
Class A common stock:				
Basic	$ 1.09	$ 0.95	$ 1.95	$ 1.80
Diluted	$ 0.97	$ 0.85	$ 1.75	$ 1.61
Class B common stock:				
Basic	$ 0.71	$ 0.62	$ 1.27	$ 1.17
Diluted	$ 0.71	$ 0.62	$ 1.27	$ 1.17
Gross profit as a % of sales	28.40 %	27.47 %	28.45 %	28.07 %
Operating and administrative expense as a % of sales	23.71 %	23.07 %	23.99 %	23.60 %

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