

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into by and between \_\_\_\_\_ and/or any of its affiliated entities (collectively, the “Company” or “Agent”, where applicable) and PACIFIC REALTY ASSOCIATES L.P., a Delaware limited partnership as Seller Owner (the “Principal” where applicable) (each, a “Party” and collectively, the “Parties”).

Property Name: Ross Dress For Less  
Property Address: 2420 E. Desert Inn Road, Las Vegas, Nevada 89121

WHEREAS, Principal is in possession of certain proprietary and confidential data and information relating to its respective business, customers, assets and business opportunities; and

WHEREAS, the Parties desires to exchange, and Agent desires to receive, such data and information for the purpose of evaluating potential transactions between the two (each, a “Potential Transaction”); and

WHEREAS, each of the Parties recognizes and acknowledges the competitive value and confidential nature of the Confidential Information (hereinafter defined) and the damage that could result to the Principal if any part of the Confidential Information received by Agent were used improperly or disclosed to any third party.

NOW THEREFORE, in consideration of the disclosure of Confidential Information and the covenants made herein, the Principal agree to disclose the Confidential Information subject to the following terms and conditions:

1. Potential Transaction Defined. In connection with each Potential Transaction, as named and located above, the Agent has requested, or may be receiving, from Principal information of a non-public nature for use by Agent and by their respective officers, directors, licensees, employees, affiliates and representatives, including financial and legal advisors, as, in such Party’s judgment, need to know such Confidential Information to evaluate the Potential Transaction (such persons to whom a Party provides Confidential Information, collectively, the “Representatives”).

2. Confidential Information Defined. The Parties acknowledge that, in the course of their consideration of a Potential Transaction, and in the course of any concurrent or subsequent discussion between the Parties or their Representatives relating to a Potential Transaction, Agent shall receive certain Confidential Information. As used herein, the term “Confidential Information” shall include, but not be limited to non-public information from, or about, Principal or their respective affiliates; their respective tenants or customers; their or their respective tenants’ or customers’ businesses, financial condition, operations or prospects, as well as technical, financial and business plans and models, names of customers or partners, proposed business deals, reports, market projections, software programs, data or any other confidential or proprietary information relating to the Principal’s or their affiliates or their tenants or customers or the Potential Transaction. Confidential Information as used herein also includes information supplied by Principal prior to the execution of this Agreement, and such Confidential Information shall be

considered in the same manner, and be subject to the same treatment, as the Confidential Information made available after the execution of this Agreement. Confidential Information as used herein shall also include the existence of discussions and the fact that any discussions have taken, or are taking, place.

3. Exclusions from Definition. Confidential Information as used herein does not include any information which (i) is already known to the receiving Party or its Representatives at the time that it is disclosed to the receiving Party; provided that such prior knowledge can be substantiated by written records and documents; or (ii) is or has become generally known to the public through no wrongful act of the receiving Party in violation of the terms of this Agreement; or (iii) is obtained by the receiving Party or its Representatives from a third party who has the right, to the receiving Party's knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by the disclosing Party, or (v) is independently developed by the receiving Party or its Representatives without use directly or indirectly of the Confidential Information received from the disclosing Party, provided that such independent development can be substantiated by written records and documents.

4. Usage and Confidentiality. Agent agrees that it shall and shall cause its Representatives to refrain from using the Confidential Information except for the purpose of evaluating or implementing a Potential Transaction. Agent shall maintain the confidentiality of the Confidential Information and shall not disclose, without the prior written consent of the other Party or except as otherwise permitted herein, such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the Agent's evaluation of a Potential Transaction. Representatives shall be informed by the Agent of the confidential nature of the Confidential Information. Agent agrees to be responsible for any breach of this Agreement by its Representatives to whom Confidential Information is given, provided that Agent shall not be liable for any breach of its Representatives who have executed a separate confidentiality agreement with the Principal.

5. Non-Circumvention. The Parties acknowledge that, the Agent or any of its Representatives agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, the subject of the Potential Transaction (the "Opportunity") or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the Opportunity, or any other property or properties whose identity was revealed through the efforts of the Principal, unless such approval is specifically granted in written from by the Principal on a case-by-case basis. The Agent or any of its Representatives further agrees not to undertake any transaction or a series of transactions of any kind with the Opportunity or to collect any fees in connection with the Opportunity without the express prior written agreement of the Principal, which agreement may be withheld in the Principal's sole discretion.

6. Compliance with Legal Process. In the event that the Agent or any of its Representatives is legally requested or required in the opinion of its counsel, to disclose Confidential Information to comply with any law, order, decree or governmental request or regulatory or self-regulatory process (collectively, "Law"), then Agent shall use commercially reasonable efforts to the extent permissible under Law and reasonably practicable, promptly notify the Principal of such request or requirement prior to disclosure so that the Principal may seek (at its sole costs) an appropriate protective order and/or waive compliance with the terms of this

Agreement. If no such protective order or other remedy is obtained, or the Principal waives compliance with the terms of this Agreement, the Agent or such Representatives may disclose (without any liability hereunder) only that portion of the Confidential Information that in the opinion of counsel is then required by Law to be disclosed and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

7. Ownership; Return of Information. No license, under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Confidential Information to the Agent. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of the Principal. As promptly as reasonably practicable following the receipt of a written request from Principal disclosing Confidential Information hereunder, the Agent shall destroy or deliver to the Principal all tangible materials containing or embodying the Confidential Information. Notwithstanding anything contained to the contrary herein, Agent and its Representatives shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, (a) to comply with (i) law, regulation or legal process, (ii) professional requirements, or (iii) internal document retention or compliance policies or (b) created by automatic computer backup.

8. Remedies for Breach. Each of the Parties understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Principal shall be entitled to seek such injunctive or other equitable relief remedy or forestall such breach or threatened breach and the Agent further agrees to waive and to use its commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

9. Right to Disclose, No Further Obligations. The Principal warrants that it has the right to disclose to the Principal's Confidential Information which it has disclosed or will disclose to the Agent pursuant to this Agreement. Except to the extent arising out of or relating to a definitive agreement, when, as and if executed, and subject to such limitations and qualifications as may be set forth therein, the Principal makes no representations or warranties, express or implied, with respect to the Confidential Information disclosed hereunder. No Party shall be liable for indirect, incidental or consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement. Further, the Parties agree that this Agreement does not obligate either of the Parties to enter into any further agreements or to proceed with any possible relationships, joint venture or other transaction.

10. Term; Termination. Either of the Parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other Party specifically referencing this Agreement. In any event, however, the obligations of the Agent to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue for a period of no less than three (3) years.

11. No Waiver; Amendment; Exclusive Agreement. No failure or delay by either of the Parties in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement shall not be modified, supplemented, or amended except by a writing signed by both Parties hereto. This Agreement represents the exclusive agreement between the Parties in connection with the subject matter hereof.

12. Applicability to Affiliates. Any Confidential Information disclosed by an affiliated company of the Principal which would otherwise constitute Confidential Information hereunder if disclosed by the Principal, shall be deemed to constitute Confidential Information under this Agreement, and the rights of the Principal under this Agreement may be enforced by any such affiliate as if such affiliate were also a party to this Agreement. The Agent may disclose any Confidential Information received hereunder to the Representatives of any of its affiliated companies; provided, that in Agent's judgment, such Representatives need to know such Confidential Information for the purpose of evaluating the Proposed Transaction; and provided further that such Representatives comply with the provisions of this Agreement.

13. Governing Law; Counterparts. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Nevada without regard to the conflict of law provisions thereof. This Agreement may be signed by the Parties in counterpart and via facsimile.

[Intentionally left blank – signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date of last signature below and shall survive later agreements or transactions of the subject property, unless otherwise written and delivered to the Parties herein.

Company or Agent

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_