

CONFIDENTIALITY AGREEMENT
WINTERWOOD PAVILION
2208-2350 NELLIS BLVD., LAS VEGAS, NV 89104 (the "Property")

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), is entered into as of _____, 2024 ("**Effective Date**"), by the undersigned prospective purchaser ("**Recipient**") for the benefit of the fee owner of the Property ("**Owner**") and collectively with Owner's listing broker, Dapper Companies, "**Provider**") in order for the Recipient to agree to keep and maintain the absolute confidentiality of, and not disclose to third-parties, the confidential information which may be provided by or disclosed by Provider to the Recipient in order for the Recipient, to evaluate the Property for purchase ("**Evaluation**"). This Agreement does not represent any obligation to proceed with any sale or other business transaction between Provider and Recipient.

FOR GOOD AND VALUABLE CONSIDERATION, the parties hereby agree as follows:

1. Confidential Information.

- a. As used in this Agreement, the term "**Confidential Information**" means any information, material, data, knowledge, professional secrets or know-how (in whatever form or medium or however communicated) about, regarding or related to the Property; whether disclosed or provided, directly or indirectly, or concerning the Provider, and each of their subsidiaries and affiliates or their respective businesses and operations disclosed or provided, directly or indirectly, by the Provider to the Recipient or any representative or agent of Recipient, whether furnished on or after the date of this Agreement, and includes all summaries, reports, notes, analyses or other documents (in whatever form or medium and however communicated) containing, based on, or reflecting any of the foregoing.
- b. Confidential Information includes, but is not limited to lease data, rent rolls, financial data, real estate property data, real estate property financial data, employee or agent data, processes, marketing and business plans, computer programs, budgets, unpublished financial statements, information relating to customers, customer and supplier lists and access codes.
- c. Confidential Information does not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in the possession of Recipient prior to disclosure of such information by the Provider; (ii) which was, or at any time becomes, available in the public domain other than through the act or omission of Recipient; (iii) which is documented by Recipient as having been developed by it independently; or (iv) which is furnished to Recipient by a third party having a right to do so.

2. Restricted Use

- a. Recipient will use the Confidential Information for the sole purpose of the Evaluation. Recipient acknowledges that Confidential Information supplied by or on behalf of the Provider is the property of the Provider and the Recipient shall acquire no right, title or interest to such Confidential Information.
- b. Recipient and each Authorized Recipient (as defined below) will keep all Confidential Information confidential and will not disclose any Confidential Information, in whole or in part, in any manner whatsoever to any person or entity for any reason whatsoever, except that: (i) the Confidential Information may be disclosed to any of Recipient and its affiliates and the directors, officers, employees, agents, partners, members, representatives, brokers, financing sources, and advisors, including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors of

Recipient and its affiliates (those who actually receive Confidential Information, hereinafter referred to as “**Authorized Recipients**”) who need to know such information for the sole purpose of the Evaluation (it being understood that each such Authorized Recipient shall be informed by Recipient to treat such information confidentially, and Recipient shall be responsible for any breach of this Agreement by any such Authorized Recipient); (ii) any disclosure of the Confidential Information may be made to a person other than an Authorized Recipient with the Provider’s prior written consent; and (iii) any disclosure of the Confidential Information may be made as required by law or regulatory authority after compliance with Section 3 below.

3. **Legal Process.** In the event that Recipient or anyone to whom Recipient transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose all or any portion of the Confidential Information by law, regulation, order or pursuant to legal process, Recipient will provide the Provider with prompt notice thereof (email being sufficient), so that the Provider may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Recipient or the recipient of the Confidential Information will furnish only that portion of the Confidential Information that is legally required and Recipient will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be afforded such portion of the Confidential Information.
4. **Return of Confidential Information.** At the Recipient’s option, upon the Provider’s written request, the Confidential Information and all copies thereof will be destroyed or returned promptly by Recipient to the Provider, and Recipient shall not retain any copies thereof (destruction of the Confidential Information will be confirmed in writing (email being sufficient) by the Recipient to the Provider at Provider’s request). Notwithstanding anything to the contrary in this Agreement, Recipient and its Representatives may retain Confidential Information: (a) as required by law, rule, regulation or bona fide compliance policy, (b) pursuant to professional obligations or for litigation purposes and (c) stored in standard archival or computer back-up systems or pursuant to normal document retention practices (the “Retained Copies”) provided, however, that such Retained Copies shall be subject to the confidentiality obligations of this Agreement until six (6) months following the expiration of the term hereof.
5. **Enforcement.** Recipient understands and agrees that, because of the unique nature of the Confidential Information, monetary damages may not be suitable to compensate the Provider if Recipient fails to comply with the terms of this Agreement and the Provider shall therefore also be entitled, without the requirement of posting a bond or other security, or by posting bond at the lowest amount required by law, to seek equitable relief, including injunctive relief, temporary injunctive relief and specific performance. Any action by the Provider seeking injunctive relief to enforce the terms of this Agreement would be in addition to any other remedies available to the Provider at law or in equity. If litigation should arise concerning the interpretation of or performance in connection with this Agreement, if a court of competent jurisdiction makes a determination in a final, non-appealable order with respect to such litigation, the prevailing party shall recover from the losing party in any trial or appellate court such reasonable attorney’s fees and costs as shall be determined by the court.
6. **No Waiver or Assignment.** Nothing in this Agreement shall constitute a waiver, assignment or license of any patent, patent application, copyright, trade secret, trademark, or other intellectual property rights in the United States or any other area or nation. Recipient shall not use or register any mark, name or other product designation identified by the Provider.
7. **No Representations.** Neither party nor its directors, officers, managers, employees, agents or advisors makes any representation as to the accuracy or completeness of the Confidential Information, except as may be later provided in a definitive agreement between the parties. Neither of the parties nor its directors, managers, officers, employees, agents or advisors shall have any

liability resulting from the use of or reliance upon the Confidential Information by Recipient except as may be provided for in a definitive agreement between the parties. The delivery of the Confidential Information shall not constitute an offer or result in any obligations or liabilities on behalf of either party hereto with respect to any agreements involving the Evaluation except as otherwise provided herein.

8. **Term.** Recipient and its Authorized Recipients will continue to be bound by the terms of this Agreement until the earlier of (a) a period of one (1) year from the date hereof, or (b) the date in which Owner and Recipient (or its affiliates) enter into a definitive agreement with respect to the possible transaction for the Property.
9. **Data Room.** This Agreement also applies to Confidential Information accessed through any electronic data room available in connection with the potential acquisition of the Evaluation and supersedes any “click through” acknowledgement or agreement associated with any such electronic data room.
10. **Entire Agreement, Governing Law and Amendment.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. No term hereof shall be construed to limit or supersede any other right or remedy of the Provider under applicable law with respect to the protection of trade secrets or otherwise. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected thereby. The interpretation and performance of this Agreement shall be governed by the laws of the State of Nevada. This Agreement may only be amended or modified in writing signed in advance by both parties. Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by any party hereto to any third party, including any subsidiary, without obtaining the prior written consent of the other party hereto. Any attempted assignment or transfer made in contravention of this section shall be null and void. This Agreement shall be binding on the parties and their successors and permitted assigns. This Agreement may be executed in one or more counterparts, by original or facsimile signature or by or through such other electronic form in which a party may place or evidence its signature hereon, and all of such copies together shall constitute one and the same agreement.

DELIVERY OF THE CONFIDENTIAL INFORMATION TO RECIPIENT SHALL BE DEEMED TO BE RECIPIENT’S ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

RECIPIENT:

By: _____

Name:

Its:

Date: