

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY (the "Agreement") is dated for identification purposes only as of June 1, 2009, and is entered into by and among Quiet Ranch Community Association ("The Ranch"), a Nevada corporation, and _____ ("Committee Member"), an individual, with respect to Quiet Ranch Community Association Compliance Committee ("The Committee"), an ongoing advisory committee of The Ranch.

RECITALS

A. Committee Member is currently considering advising "The Ranch" of the compliance and/or enforcement status of rules and regulation violations within his sub-association.

B. In connection with the information, Committee Member will be providing The Ranch with, and Committee Member will otherwise have access to, certain confidential and privileged information regarding individual owners.

C. The parties are entering into this Agreement in order to preserve the confidentiality of such information.

Accordingly, the parties to this Agreement hereby agree as follows:

1. **CONFIDENTIALITY.**

a. **Definition of "Confidential Information"**. As used in this Agreement, "Confidential Information" means all information that would logically be considered confidential, proprietary, or both and that is received by Committee Member from The Ranch or The Committee, or any of their attorneys or other agents, in whatever form transmitted, relating to the operations, business, affairs or property of The Ranch or The Committee, including, without limitation, account status, enforcement status or current steps taken in the process, whether or not such information is marked "Confidential" or "Proprietary." Information delivered to Committee Member by The Ranch or The Committee shall be deemed Confidential Information irrespective of whether the information is specifically related to the compliance process.

b. **Strict Confidence.** Committee Member shall maintain all Confidential Information in strict confidence, shall not disclose Confidential Information to any third party, and shall protect all Confidential Information with not less than the same degree of care as Committee Member normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

c. **Permitted Disclosure.** The requirement that Confidential Information not be disclosed to any third party shall not apply to the disclosure of Confidential Information to The Ranch's Members of the Board, or to technical, financial or legal professionals retained by The Ranch in connection with the compliance process; provided, however, that Committee Member shall take reasonable precaution (including, without limitation, the obtaining of non-disclosure agreements) to assure that such professionals are informed of the confidential nature of the Confidential Information and are bound to respect the confidential nature of the Confidential Information as required under this Agreement.

d. **Other Permitted Disclosure.** The restrictions against disclosure of Confidential Information contained in this Agreement shall also not apply to:

1. Confidential Information that was already known to Committee Member at the time of receipt thereof, as evidenced by documents in Committee Member's possession;

2. Confidential Information that was disclosed to Committee Member by a third party having the lawful right to disclose same;

3. Confidential Information that either had been published or otherwise made available to the public at the time of its receipt by Committee Member, or subsequently lawfully became published or available to the public otherwise than by a breach of this Agreement; or

4. Confidential Information that was required to be disclosed by Committee Member by judicial action or decree, or pursuant to any requirement of any governmental agency or department thereof, having jurisdiction over Committee Member, provided that Committee Member shall have given The Ranch written notice thereof prior to such disclosure.

II. **EQUITABLE RELIEF.** Committee Member acknowledges and agrees that irreparable damage may result to The Ranch and The Committee if Confidential Information is utilized or disclosed in contravention of the terms of this Agreement. If Committee Member breaches or threatens to breach any provision of this Agreement, The Ranch shall have the right to obtain injunctive and other equitable relief to enforce the provisions of the Agreement. The Ranch's exercise of its rights to equitable relief or specific performance shall not constitute a waiver by The Ranch of any other rights that it may have to damages or otherwise.

III. **INDEMNIFICATION.**

A. **Scope of Indemnification.** Committee Member shall indemnify, defend and hold harmless The Ranch and The Committee, and each of its agents, heirs, successors, assigns, partners and joint venturers, from and against any and all Claims (as hereinafter defined) that are caused by or relate to any breach by Committee Member of any of its covenants or agreements set forth in this Agreement.

B. **Certain Matters Relating to Defense and Indemnity.** Any person seeking defense or indemnity under this Section 3 (hereinafter an "Indemnitee") shall give written notice to The Ranch of any assertion of liability by a third party that might give rise to a claim by such Indemnitee against The Ranch based on the provisions of this Section 3, which notice shall state the nature and basis of said claim and the amount thereof, to the extent the Indemnitee knows such matters. The defense of any Claim pursuant to this Section 3 shall be conducted by legal counsel the Indemnitee selects in the Indemnitee's sole and absolute discretion. The Indemnitee shall be kept fully informed of the defense of any such Claim. The Ranch shall not make any settlement of any Claim without the Indemnitee's prior written consent, provided that if Committee Member fails to undertake the defense of any Claim, then the Indemnitee may settle such Claim on such terms as the Indemnitee reasonably elects, and Committee Member shall be deemed to have approved such settlement. The remedies provided for in this Section 3 shall be cumulative and shall not preclude an Indemnitee from asserting any other right or from seeking any other remedy against Committee Member.

C. **Definition of "Claims".** For purposes of this Agreement, "Claims" means, collectively, claims, demands, damages, costs, losses and expenses (including, without

limitation, reasonable attorneys', accountants' and other professional fees, costs and expenses), obligations, liabilities, fines, indebtedness, breaches of contract, litigation, causes of action, breaches of duty or any relationship, acts, action, inaction, omissions, misfeasance, malfeasance, debts, sums of money, accounts, compensation, contracts, controversies and promises, of every and whatever type, kind, nature, name, description or character, and irrespective of how, why, or by reason of what facts, whether or not asserted, known or unknown, presently existing or asserted, hereafter existing or asserted, suspected or unsuspected, liquidated or un-liquidated, fixed, contingent, matured or un-matured, anticipated or unanticipated, or that could or might be claimed to exist, and whether sounding in law, equity, contract, tort, statute, or otherwise, each as though fully set forth herein at length.

IV. **RETURN OF CONFIDENTIAL INFORMATION.** Should at any time Committee Member elect not to pursue the Transaction, then upon written notice to The Ranch of Committee Member's election, Committee Member shall immediately discontinue all use of the Confidential Information, and shall promptly return to The Ranch all tangible information, including, without limitation, all documents, records, notebooks, computer tape or other stored information of any form or type, and any copies thereof, that constitutes or otherwise relates to Confidential Information.

V. **MISCELLANEOUS.**

A. **Amendment, Modification, and Waiver.** This Agreement may not be amended, modified or supplemented except pursuant to an instrument in writing signed by each of the parties hereto, except that any party to this Agreement may waive any obligation owed to such party by another party under this Agreement, provided such waiver is in writing. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

B. **Severability.** If any provision of this Agreement as applied to any party or to any circumstance shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

C. **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties with respect thereto.

D. **Attorneys' Fees.** In the event of any litigation or arbitration between or among the parties hereto respecting or arising out of this Agreement, the successful or prevailing party shall be entitled to recover his reasonable attorneys' fees and other costs in connection therewith, including, without limitation, any attorneys' fees incurred after a judgment has been rendered by a court of competent jurisdiction.

E. **Further Acts.** Each party shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary to give full force and effect to all of the terms and provisions of this Agreement, including, without limitation, delivering at the Closing an appropriate consent of spouse to the transactions contemplated under this Agreement.

F. **Descriptive Headings.** The paragraph and section headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

G. **Counterparts.** This Agreement may be executed in any number of counterparts, and each of which shall be deemed an original, but all such counterparts together shall constitute but one agreement.

H. **Binding Effect.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Anything contained herein to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the consent of the other party hereto.

I. **Third Party Beneficiaries.** No person shall be a third party beneficiary of this Agreement and no person other than the parties hereto and their permitted successors and assigns shall receive any of the benefits of this Agreement.

J. **Notices.** All notices, statements and other documents that any party is required or desires to give to any other party hereunder shall be given in writing and shall be served in person by express mail, by certified mail, by overnight delivery, or by facsimile at the respective addresses of the parties as set below, or at such other addresses as may be designated in writing by such party in accordance with the terms of this paragraph.

To: Quiet Ranch Community Association
Pride East Property Management
5568 So. Rainbow, Suite 400
Las Vegas, NV 89166

Delivery shall be deemed conclusively made (i) at the time of service, if personally served, (ii) when deposited in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon deposit with the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (as confirmed in writing), provided a copy is mailed within twenty-four (24) hours after such transmission. The time to respond to any notice shall run from the time the notice is actually delivered to the person to whom the notice is addressed.

K. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to conflicts of law principles), and the parties hereby consent to the jurisdiction of Nevada state courts or federal courts located within Nevada over all matters relating to this Agreement.

L. **Plural Includes Singular.** Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular.

Gender. References to the masculine gender in this Agreement shall include the feminine and neuter genders; references to the singular shall include the plural; and references to "person" shall include corporation, firm, partnership or other form of association; all as required by the context of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed all as of the date first written above.

“Committee Member”, an individual

Printed

Signature