

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 201_, by and between , Winchester Enterprises LLC, an Arizona limited liability Company (hereinafter "Lodge") and _____ (hereinafter "Buyer").

WHEREAS, Buyer has expressed an interest in purchasing the business and assets of Lodge; and

WHEREAS, during the course of Buyer's due diligence and/or research of the business of Lodge, Buyer acknowledges it will have access to personal, private, confidential and proprietary information of Lodge that are essential to the conduct of Lodge's business; and

WHEREAS, Buyer acknowledges that irreparable harm will be caused to Lodge in the event its confidential and proprietary information is disclosed to third parties.

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. A) Return of Proprietary Information. Upon expiration of its due diligence period, (or whenever Buyer terminates its interest in the purchase of the business and assets of Lodge, if sooner) Buyer shall immediately turn over to the Lodge any and all "proprietary information" as defined below. Buyer shall have no right to retain any copies of any material qualifying as "proprietary information" for any reason whatsoever after expiration of its due diligence, nor shall the Buyer compile or retain lists of any type pertaining to any matter concerning the Lodge, without the express written consent of the Lodge. Buyer further agrees that he will not disclose any proprietary information to any other party unless such party shall have first executed a

Confidentiality and Non-Disclosure Agreement.

B) Proprietary Information Defined. For purposes of this Agreement, "proprietary information" means and includes the following: business records, customer lists, assets lists, equipment lists, materials lists, financials records, income and expense statements, leases, contracts, inventory and asset records, any written, typed, or printed lists or other materials identifying Lodge or any of its members, any and all data involving any information regarding Lodge or any of its members, the techniques, programs, methods, or contacts employed by the Lodge in the conduct of its business affairs; any lists, documents, manuals, records, forms, or other materials used by the Lodge in the conduct of its business; and any other secret or confidential information concerning the Lodge's business or affairs. The terms "list", "document", or their equivalent, as used in this paragraph, are not limited to a physical writing or compilation but also include any and all information whatsoever regarding the subject matter of the "list" or "document" whether or not such compilation has been reduced to writing.

2. Non-Disclosure. It is understood and agreed that, in the course of its due diligence, the Buyer will receive, deal with, and have access to the Lodge's proprietary information and that Buyer agrees to hold the proprietary information in trust and confidence for the Lodge. Buyer agrees that it shall not, during the term of this Agreement or anytime thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose, or communicate to any person, any proprietary information or any information of any kind, nature, or description whatsoever concerning any matters affecting or relating to the Lodge's business, in any manner whatsoever, except with the express written consent of the Lodge.

3. Acknowledgements by Buyer. Buyer expressly agrees and acknowledges as follows:

A) The duration and scope of the confidentiality and non-disclosure covenants are reasonable and necessary to protect Lodge, and the Lodge's confidential and proprietary information.

B) Buyer agrees to each and every provision of the covenants, and has had an opportunity to have its own independent legal counsel review the covenants.

C) Remedies for Breach/Liquidated Damages. Buyer acknowledges and agrees that the confidentiality and non-disclosure covenants (restrictive covenants) set forth herein are necessary for the Lodge's protection because of the nature and scope of the Lodge's business. If Buyer violates any of the terms of the restrictive covenants, the Lodge shall be entitled to any and all remedies at law and in equity, which remedies may be cumulative, and shall include, but not be limited to, the right of injunction (without bond) or the right to seek damages. Buyer acknowledges that a violation of the restrictive covenants would cause irreparable harm to Lodge, the loss of which cannot adequately be compensated by damages in an action at law and, if used in competition with the Lodge would cause serious harm to Lodge. Because actual damages may be difficult to determine without protracted litigation, Buyer agrees that Lodge shall be entitled to liquidate damages in the sum of \$3,900,000.00 for a breach of any restrictive covenant by Buyer.

4. Survival of Representations and Indemnification:

A) To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein shall be deemed not terminated at the time of execution hereof.

B) Buyer hereby agrees to defend, indemnify and hold the Lodge, its members and owners, harmless against and in respect of any and all demands, claims, losses, costs, expenses, obligations, deficiencies and liabilities (including interest, penalties, and reasonable attorney's fees) which arise or result from or are related to

any breach or failure of the Buyer to perform all of the representations, warranties or covenants under this Agreement. In the event the Lodge, or any of its members, seek indemnification under this Agreement, it shall give Buyer prompt notice of any claims made upon it and of any suit, damage, loss or expense for which Buyer may be liable to defend, indemnify or hold harmless the Lodge and its shareholders hereunder.

Buyer shall have the right to determine in good faith whether or not any claim shall be contested, paid or compromised, and to assume the defense of any action or proceedings brought to recover any claim.

5. Attorney's Fees: In the event Lodge shall bring an action in connection with the performance, breach or interruption of the Agreement, or in any way related to the subject matter of this Agreement, the Lodge shall be entitled to recover all reasonable costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting, and other costs reasonably related to such litigation, which shall be determined by the court in such litigation, or legal proceeding or in a separate action brought for that purpose.

7. Severability: In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement that violate such statute or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Furthermore, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties hereto under this Agreement.

8. Waiver: Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition.

9. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

10. Entire Agreement: This Agreement replaces and supercedes all prior written and oral agreements that may exist between the parties. This instrument contains the entire agreement of the parties and no representations or warranties have been made by either party, except as expressly set forth herein. This instrument may be signed in counterparts and/or by the facsimile or electronic signature of the parties hereto.

11. Modifications: No modifications of this Agreement shall be binding unless evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

BUYER:

Print Name

X_____
Signature (Buyer)

Date