

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

1. This is to confirm that each of the named signatories, separately and individually, and their associates hereby agree that he/she or his/her corporation, division, subsidiaries, employees, agents or consultants will not make any contract with, deal with or otherwise become involved in any transaction with any banking or lending institution, trusts, corporate or individual representatives of banks, lending institutions, corporations or individuals, lenders or borrowers, buyers or sellers introduced by another of the signatories separately and individually, and their associates, without the express written consent of the introducing signatory (signatories). This Agreement is also effective for the signatories' heirs, assignees and designees.

2. By execution of this Agreement, each of the named signatories, jointly and individually, and their associates confirm that any corporation, organization, firm, company or individual of which the signatory is a party to, member of, principal agent for, employee of, or would otherwise benefit financially from an association, is bound by this Agreement.

3. The term of this Agreement is for five (5) years from the date affixed below and is to be applied to any and all transactions entertained by the signatories, including subsequent follow-up, repeat, extended or renegotiated transactions, as well as the initial transaction- regardless of the success of the project. The signatories hereby confirm that the identities of the banks, lending institutions, corporations, individuals, and/or trusts, lender and borrowers, buyers or sellers, are currently the property of the introducing signatories and shall remain so for the duration of this Agreement. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with hearings to take place in ____(CITY, STATE)__. Judgment upon the award rendered by the arbitrator(s) may be received as a result of business conducted with the parties covered by this Agreement, plus all court costs, attorney's fees, and other charges and damages deemed fair by the arbitrator(s).

4. The signatories hereby agree to keep completely confidential the names of any banks, lending institutions, corporations, organizations, individual or group of individuals, lenders or borrowers, buyers or sellers, introduced by any of the named signatories or their associates. Such identity shall remain confidential during the applicable transaction(s) and during the term of this Agreement and shall include any telephone numbers, addresses, telex numbers, fax numbers, etc. Such information is considered the property of the introducing signatory (signatories) and I/we hereby agree, jointly and individually, to discuss same among ourselves for determination as to what shall be disclosed and what procedure to use. Any controversy or claim arising out of, relating to any part of this provision, or breach thereof, which is not settled between the signatories themselves shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with hearings to take place in ____(CITY, STATE)__. Judgment upon the award rendered by the arbitrator(s), may be entered by any court having jurisdiction thereof - including the award to the aggrieved signatory (signatories) their heirs, assignees, and/or designees, for the full amount of remuneration they would have received had they been involved with the transaction, regardless if the aggrieving signatory (signatories) receive any remuneration - plus all court costs, attorney's fees, and other charges or damages.

Signature

Date

Signature

Date

Signature

Date