

MUTUAL NON-CIRCUMVENTION & NONDISCLOSURE AGREEMENT

THIS AGREEMENT is dated and effective this _____ day of _____, 2007. It is made by and between _____, as both an individual and as managing partner for _____ LLC – a Kentucky entity-, herein referred to as "_____" whose mailing address is: _____, Pittsburgh, PA 15220 and;

_____, as an individual, and on behalf of (business if applicable) _____

_____ herein collectively as "P2"

located at (STREET) _____ (CITY) _____,

(STATE) _____ (ZIP) _____ and is binding upon the parties hereto, their heirs, assigns, successors, associates, partners, attorneys, accountants, agents and designees.

WHEREAS, "SD" and "P2" are engaged in among other things but not entirely or limited to, oil & gas and coal exploration and development, the brokerage of real estate; commercial financing; transactions which include making sources, trusts, brokers, clients and equity partners available to applicants and brokers, as well as actual buyers, investors, borrowers, customer lists and trade secrets referred to below as "Proprietary Assets" including but not entirely or limited to the arranging of real estate and mineral sales and investments; equity investments, financing, contracts, consulting services and representation" and whereas it is agreed that "0_____" and "P2" wish to work together to generate a business transaction, specifically an equity investment in a commercial real estate development, and;

WHEREAS, it is required that the parties to this Agreement make valuable confidential disclosures to each other in order to realize and/or complete the transactions indicated above, including the structure of purchase agreements and other documents;

THEREFORE, "_____" and "P2", referred to collectively herein as "the parties," Agree to abide by the following mutual conditions.

1. The parties will not circumvent each other or the intermediary process by knowingly making any contact with, soliciting, dealing with or otherwise being involved in any transaction(s) with regard to any source, trust, broker, client, borrower and/or equity partner that the parties have introduced to each other except with the express written consent of the other party. To fall within the protected class, "SD" must have an existing business relationship with the source as regards to the subject property at the time of identification and must have specifically and in writing identified the source, trust, etc. as such prior to any introduction or dealing with that source by "P2".
2. The parties will hold in confidence and not disclose in any manner whatsoever, any of the confidential, "Proprietary Assets" that the parties provide to each other including the names, phone numbers, fax numbers, email and other addresses, etc. of any sources introduced to each other. However, with prior approval from either party, confidential and proprietary information may be disclosed in order to effectuate and expedite a transaction.
3. This Agreement is irrevocable and non cancelable. It applies to all transaction(s) between the parties including subsequent, follow up, repeat, extended or renegotiated transaction(s) as well as initial transaction. The parties agree that this Agreement can in no way bind third party borrowers and/or participants unless specifically agreed to in writing by such borrowers and/or participants. This Agreement shall be in effect during such term as the parties have business dealings with one another and shall thereafter remain in effect for a period of 12 months
4. If it is determined that either party has violated this Agreement, the party in violation of the Agreement is to reimburse the other party, its assignees, or designee the full compensation it would have received had it been involved with the transaction. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, collection costs and any other cost whether or not suit is filed.
5. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby.
6. The parties hereby Agree to submit any dispute or controversy to binding arbitration under the Rules of the American

Arbitration Association, to be heard in the County of Breathitt, in the State of Kentucky. Any attorney, arbitration, mediation, collection or other costs associated with enforcing this contract shall be paid to the prevailing party whether or not any proceeding is filed.

General Provisions

- (A.) This Agreement reflects the sole and entire Agreement of “█” and “P2” relating to the subject matter of this Agreement and supersedes any previous oral or written Agreement between the parties. Neither of the parties may alter, amend nor modify this Agreement except by an instrument in writing signed by both parties and their duly authorized representatives.
- (B.) In the event that any of the provisions of this Agreement are, for any reason, held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby.
- (C.) Signed facsimile transmissions of this Agreement shall be considered an original of the document, and shall have the same effect and force as signed originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract. This Agreement will be governed and construed in accordance with the laws of the State of Kentucky.
- (D.) It is agreed by our signatures and confirm that we have full authority to execute this Agreement and obligate any company, firm, corporation, organization, individual, and/or entity referred herein as of the date first entered above.
- (E.) This agreement is exclusive to coal and oil & gas properties being developed by █ in WV, KY and TN and being offered in conjunction with this agreement.

Accepted on behalf of “P2” by:

Accepted on behalf of “█” by

Signature

Phone:
FAX:

email:

legal/mailling address for docs:

Company
Street
City/State/ZIP

█
█
█

legal/mailling address for docs:

█
█
█

Signature - Broker:

Address
Phone0
FAX
email