

# RECIPROCAL CONFIDENTIALITY / NONCIRCUMVENTION AGREEMENT

\_\_\_\_\_ hereinafter referred to as “Company” is willing to make certain information available to **TSP Financial Group, LLC**, hereinafter referred to as “RECIPIENT” and their lenders, financiers, subsidiaries, associates, or joint venture investors, to evaluate the property(ies) and/or project(s) as defined in the “Schedule A” attached to this agreement. The RECIPIENT hereby agrees not to discuss or distribute the presented material and not to circumvent Company in regard to any discussion or negotiation regarding the property(ies) and or project(s) as defined herein, whether in the planning stage or completed and operating, in the United States or U.S. Territories, as presented by the Company under the following terms, conditions and covenants:

**1. Evaluation Material.** The RECIPIENT and COMPANY, hereinafter referred to as “Parties” recognizes that all written information and all documents heretofore or hereafter shared between the Parties any of their representatives in connection with the projects are **CONFIDENTIAL**. Such information and documents, including without limitation any and all references to the seller, the lender, the proposed financing structure or sources of financing, management agreements or proposed management participants, operating data, material or statements or any information relating to bank and equity financing term sheets or commitment letters, financial information, technical data, operating procedures and agreements and information relating thereto, are herein collectively referred to as the “Evaluation Material”.

**2. No Use or Disclosure.** The RECIPIENT will hold in confidence all Evaluation Material, and neither the RECIPIENT or any of their stockholders, affiliates, related companies nor any of their respective stockholders or representatives will (a) use any of the Evaluation Material for, or in connection with, any business of the RECIPIENT or any affiliate or representative thereof, or for any purpose other than the analysis of the property, properties, project, or transaction defined in the attached “**Schedule A PROJECT**” or (b) disclose any of the Evaluation Material to any person or entity other than Recipient’s representatives who need to know such matters in order to perform their business in connection with the evaluation and financing of property(ies) and/or project(s). Company will make provision for the RECIPIENT to share confidential information with their staff, attorneys, accountants or other professional advisors solely for the purpose of evaluating Company’s property(ies) and/or project(s).

**2a. No Disclosure or Use of Confidential Information/No Circumvention.** Each Party hereto agrees that it will not use the Confidential Information for purposes other than evaluating the Transaction, the other Parties or the propriety of entering into the Transaction. Except as expressly permitted hereunder, no Party shall disclose the Confidential Information(Evaluation Materials) to any other third party(Unless For Evaluating Materials For Funding and Placement of Financing), and must use all reasonable efforts to protect the confidentiality of such information (which reasonable efforts shall include requesting that any party to which information is disclosed execute a confidentiality agreement obligating such party to keep the Confidential Information confidential). A Party may, in the normal course of performing due diligence in connection with the proposed Transaction, disclose the Confidential Information to a Party’s legal and tax counsel and environmental, engineering or similar consultants, provided, however, it being understood that any such third party consultants shall be equally bound to the terms hereof as such Party and no disclosure by such third parties to any additional third parties shall be allowed. A Party shall not seek to use any information gained from another Party or attempt to or actually work directly with any third parties identified by a Party, to circumvent a Party or otherwise attempt to effectuate a Transaction without the full knowledge, participation and consent of the other Parties hereto.

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**2b. Expenses.** RECIPIENT and Company shall bear their own expenses in connection with the preparation for and consummation of the transaction contemplated hereby. This includes all travel and/or lodging accommodations.

**3. Compliance by RECIPIENT.** The RECIPIENT will advise any person to whom such RECIPIENT may disclose any of the Evaluation Material of the terms of this statement and cause each of them to faithfully comply herewith.

**4. Compelled Disclosure.** If a Party is required by legal or administrative process to disclose any Confidential Information, such Party must (a) disclose only that portion of the Confidential Information that legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that the Confidential Information is treated confidentially, and (c) notify the other Parties immediately of the items of Confidential Information to be disclosed and submit a copy of any documents received by a Party requesting the disclosure of Confidential Information.

**5. Ownership and Return.** All Confidential Information will remain the property of the Party disclosing same and no right or license is granted to any other Party with respect to any Confidential Information. Upon the termination by any Party of discussions concerning the Transaction, or sooner if so requested, all Parties agree to (a) immediately return to the other appropriate Parties all Confidential Information, including copies of the same, and (b) destroy any memoranda, summaries, reports, documents or analyses created by a Party that contain or are based in any way on the Confidential Information. Upon a Party's request, the fact of any such destruction must be certified in writing to the other Parties.

**6. No Representations or Warranties.** No Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. It is agreed that no Party shall have any liability to another Party, or any of its representatives, resulting from the use of or completeness, accuracy, errors, or omissions in the Confidential Information supplied to them or obtained by them as a result of the Parties discussions or the proposed Transaction. The Parties all understand and agree that there is no assurance that a Transaction shall occur or close.

**7. Relationship of Parties.** No right or license, express or implied, is granted to any Party hereto with respect to any Confidential Information. Nothing in this Agreement obligates any Party to disclose any information to the other Parties or creates an agency, partnership, or employment relationship between the Parties.

**8. Injunctive Relief.** Each Party agrees that if it breaches or threatens to breach any provision of this Agreement, the other Parties will suffer irreparable damages and their remedies at law will be inadequate. Therefore, if a Party threatens or breaches this Agreement, the other Parties will be entitled, in addition to all other remedies available to them at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain any Party from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information. Any Party will be entitled to such injunctive relief without necessity of posting any bond or other security or proving that monetary damages would be an inadequate remedy. Should a Party successfully enforce its remedies under this section, such Party shall be entitled to also recover reasonable attorneys' fees and all other costs and expenses associated with such enforcement action.

**9. Term and Termination.** This Agreement will continue in effect for a period of five years from the date hereof, unless all Parties agree to terminate it earlier.

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**10. Notices.** All notices under this Agreement shall be deemed given when delivered personally or sent by certified or registered U.S. mail or nationally recognized express courier, to the other Parties' address provided below. Any change in address must be sent at least 15 days in advance of such change being effective. Notices may also be sent electronically via facsimile or e-mail to a facsimile number or e-mail address provided by a Party provided that the receiving Party acknowledges receipt of such notice by the same electronic means by which such notice was provided within two (2) business days of such Party receiving such notice electronically.

**11. Miscellaneous.** No provisions of this statement may be modified, and no waiver hereunder may be granted, except by a written instrument signed by Company and the RECIPIENT. This agreement shall be binding upon and inure to the benefit of and be enforceable by each of the parties and their respective successors and assigns.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. For properties located outside the United States borders, arbitration shall be administered by the International Chamber of Commerce.

## AUTHORIZED REPRESENTATIVES SIGNATURE BOUNDING AGREEMENT

**ACCEPTED BY RECIPIENT:** \_\_\_\_\_ Date: \_\_\_\_\_

**Terence S. Phillips, Managing Partner**  
TSP Financial Group, LLC  
13650 Fiddlesticks Blvd., Suite 202-175  
Fort Myers, FL 33912

**ACCEPTED BY COMPANY:** \_\_\_\_\_ Date: \_\_\_\_\_

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# RECIPROCAL CONFIDENTIALITY / NONCIRCUMVENTION AGREEMENT

## Schedule A (PROJECT)

DATE: \_\_\_\_\_

Project Name	Location/Address	Due Diligence Provided(Y/N)
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### ANY SPECIAL PROVISION:

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### AUTHORIZED REPRESENTATIVES SIGNATURE BOUNDING AGREEMENT

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

**Terence S. Phillips, Managing Partner**  
TSP Financial Group, LLC  
13650 Fiddlesticks Blvd., Suite 202-175  
Fort Myers, FL 33912

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

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