

**CONFIDENTIALITY, NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT**

- 1) We, the undersigned, hereby mutually and irrevocably agree to this Confidentiality, Non-Circumvention and Non-Disclosure Agreement as provided for below, agreeing not to divulge each other's named sources, principals, clients, agents, brokers, landowners and associates.
- 2) By signature below and execution of this Agreement, each of the named signatories, separately and individually, confide and agree that any and all contact information, including introductions to individuals, companies, programs, banks, lending institutions, trusts and other individuals or entities, as well as any and all information or material received, including, without limitation, all delivered documents or other writings, contracts, procedures, forms, letters and all other verbal or written communication between the parties are the confidential property of its provider and/or his associates. Any corporation, organization, firm, company or individual of which a signatory is a party to, member of, principal agent for, employee of or otherwise, as well as the employees, representatives, agents, assignees, consultants, heirs, successors, clients, associates, contractors, or suppliers of said entities or individuals, that could potentially benefit financially from an association with or a present and/or future possible business transaction between the signatories and/or the entities they represent, are hereby bound by this agreement.
- 3) The confidential material or information received by any of the signatories is for the sole and express purpose of evaluating the possibility of finance, purchase, investment, Joint Venture or any other type of transaction, and may only be disclosed to those individuals or entities who may have an interest in the same, it being understood that said individuals or entities shall be informed by the undersigned of the confidential nature of such information and documentation, provided that by receiving such information or documentation, they first become bound by this Agreement.
- 4) Should confidentiality be breached, circumvention be attempted, or disclosure made to non-authorized individuals or entities, the offended party shall have the right to any and all legal remedies available under the laws of the State of Florida, United States of America.
- 5) The signatories hereby confirm that any and all identities of companies, corporations, institutions, individuals and transaction procedure introduced by its provider are currently the property of its provider. It is understood that this Agreement is a reciprocal one between the signatories concerning their privileged information, documents and contacts. Faxed signatures of this agreement shall have the same force and effect as originals and shall be considered as legal and binding.

**THE UNDERSIGNED AGREE TO ALL OF THE ABOVE:**

**Business and Address**

**Peter B. Cooper  
Kenneth B. Wheeler Jr.  
Real Estate Development Funding  
5654 Marquesas Circle  
Sarasota, Florida 34233-3331 USA**

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\_\_\_\_\_

**Signatures**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: pcooper@sterlingadvisory.net  
Email: ken@wheelerk.com  
Fax: 888-898-6009  
Phone: KW (515) 238-9266 PC (847) 254-5500

Print Name: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_