



MUTUAL NON CIRCUMVENTION, NON DISCLOSURE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT shall obligate the UNDERSIGNED, separately and individually, including, but is not limited to, their PARTNERS, PRINCIPALS, ASSOCIATES, EMPLOYERS, EMPLOYEES, AFFILIATES, DIVISIONS, SUBSIDIARIES, PARENT COMPANIES, JOINT VENTURES, NOMINEES, REPRESENTATIVES, SUCCESSORS, AGENTS, SUB-AGENTS, CONSULTANTS, HEIRS, CLIENTS, ASSIGNS, and DESIGNEES hereinafter referred to as the "PARTIES" jointly severally, mutually and reciprocally to the terms and conditions expressly stated and agreed to below, and the terms and conditions of THIS AGREEMENT shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiated by or involving the PARTIES and any addition, renewal, extension, subsequent follow-up, roll-over, amendment, renegotiation, new or parallel contracts/agreements, new transactions or projects regardless of the success, and THIRD PARTIES.

NOW, THEREFORE, the PARTIES hereto agree as follows:

1. The intending PARTIES hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly make any contact whatsoever, or interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between the PARTIES with, including, but is not limited to, the SELLERS, BUYERS, BROKERS, INVESTORS, PARTNERS, BANKERS, INSTITUTIONS, TRUSTS, CORPORATIONS OR INDIVIDUALS, COMPANY, PARTNERSHIPS, MANUFACTURERS, DISTRIBUTORS, AND WHOLESALERS, introduced by another of the UNDERSIGNED, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with the PARTIES or OWNERS with INTERMEDIARIES, ENTREPRENEURS, LEGAL COUNSEL, or initiate buy/sell relationship or transactional relationship that by-passes one of the PARTIES in connection with any ongoing and future transactions or projects.

2. Furthermore, the PARTIES irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a THIRD PARTY, other than their INVESTORS, PARTNERS, BANKERS, EMPLOYERS, or other sources necessary to complete the transactions or projects, any confidential information provided by one PARTY to the other or otherwise acquired, including, but is not limited to, contract terms, product/service information or prices, fees, methods, ideas, concepts, financial agreements, schedules and information concerning the identity of, including, but is not limited to, the SELLERS, BUYERS, INVESTORS, PARTNERS, BANKERS, LENDERS, BROKERS, or their REPRESENTATIVE and specifically

Initials: RR _____

INDIVIDUALS' names, addresses, PRICIPALS, or telex/fax/facsimile/telephone numbers,references, product or technology information and/or all other information advised by one PARTY orInitials:

PARTIES to another as being CONFIDENTIAL or PRIVILEGED without prior specific written consentof the PARTY or PARTIES providing such information.

3. EXCLUSIONS. The obligation of the above paragraphs 1 and 2 shall not apply to any information thatis already public or becomes available to the public through no reach of THIS AGREEMENT by theRECEIVING PARTY.

4. The PARTIES hereby confirm that the identities of, including, but is not limited to, the LENDERS,BROKERS, SELLERS, BUYERS, INVESTORS, PARTNERS, BANKERS, all CLIENTS and their respective CLIENT information are currently the property of the introducing PARTY, and shall remain soat all times.

5.The PARTIES will construe THIS AGREEMENT in accordance with the laws of residing state of the parties. In the event of circumvention, whether directly or indirectly, the circumvented PARTY shall be entitled to alegal monetary penalty that is equal to the commission or fee that should have realized from suchTRANSACTION(S) or PROJECT. If either PARTY commences legal proceedings to interpret or enforcethe terms of THIS AGREEMENT, the prevailing PARTY will be entitled to recover all legal expenses,notwithstanding any other provisions of the judgment.

6. Compensation or remuneration to be paid as part of transaction covering the PARTIES to THIS AGREEMENT, shall be agreed upon by separate written agreement by the PARTIES concerned and shallbe paid at the time such contract designated, concluded or monies changing hands between BUYERS andSELLERS, unless otherwise agreed among the PARTIES.

7.In specific deals where the UNDERSIGNED PARTIES allow the BUYERS and the SELLERS to deal directly with one another, both PARTIES shall be informed of the development of the transactions byreceiving copies of the correspondence made between the BUYER and the SELLER.

8. 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 affectedthereby.

9. A fax/facsimile copy of THIS AGREEMENT shall constitute a legal and binding instrument. The UNDERSIGNED PARTIES, separately and individually, avows that they understand this ENTIREAGREEMENT and that they are duly empowered by their respective company to bind to thecommitments and obligations contained herein.

Initials: RR _____

TITLE: Managing Broker
NAME: RaiyanRab
COMPANY: Numarix Real Estate Services, LLC
ADDRESS: P.O.Box 16889, Jackson, MS; Office Ph.& Fax: 1-800-561-8371
Web: www.numarix.com
Phone number: _601-850-6435_/ 917-409-7873
Email: raiyan@numarix.com

RaiyanRab

Numarix Real Estate Services, LLC- Disclosing Party

Date: _____

Receiving Parties

Title: _____
Name: _____
Company: _____
Address: _____
Phone number: _____ Email: _____

Signature: _____ Date: _____
Title: _____
Name: _____
Company: _____
Address: _____
Phone number: _____ Email: _____

Signature: _____ Date: _____
Title: _____
Name: _____
Company: _____
Address: _____
Phone number: _____ Email: _____

This AGREEMENT consists of 3 pages.

Initials: RR _____