

Non-Circumvent Agreement, Non-Disclosure & Confidentiality Agreement

NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into as of the first date at the bottom of this document is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure & Confidentiality between the undersigned and Homer A. Carvan, Jr., hereinafter, referred to individually as Party and hereinafter, called the "Parties" collectively.

The "Parties" with this agree to respect the integrity and tangible value of this agreement between them.

This agreement is a continuous guarantee for five (5) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of this agreement, the "Parties" involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, corporations, individuals and/or trusts, various entities or buyers and sellers hereinafter called "Contacts". The parties with this acknowledge, accept and agree that the identities of the "Contacts" and other project information will be recognized by the Party as exclusive and valuable "Contacts" of the introducing Party and will remain so for the duration of this agreement.

The "Parties" agree to keep confidential the names of any "Contacts" introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

In case of circumvention, the parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission, potential financial gain or fee the circumvented party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of this agreement, the prevailing party will be entitled to recover court costs and reasonable attorney fees.

The parties will construe this agreement in accordance with the laws of the State of Alabama. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

THIS AGREEMENT contains the entire understanding between the parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

A facsimile copy of this Non-Circumvention Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

Name (printed): Homer A. Carvan, Jr. (Xan) Title: Principal

Company Name: Commercial Venture Capital (Homer A. Carvan, Jr. dba Commercial Venture Capital)

Signature: _____ Date signed: _____

Name (printed): _____ Title: _____

Company Name: _____

Signature: _____ Date signed: _____