

Mutual Non-Disclosure and Non-Circumvention Agreement

THIS AGREEMENT is made this _____ day of _____, 20____ between the undersigned parties.

WHEREAS the parties signed hereunder have come together for the purpose of developing business transactions relative to the purchase of interest in certain mineral properties and development opportunities located in south eastern Appalachia, Kentucky. These project interests are identified herein as "Black Hollow Development Project" and;

WHEREAS in connection with the development of said business transaction/s, each party is using resources and information provided by the other including engineering and legal data, buyers, sellers, consultants and investors and desire said resources be confidential, and;

WHEREAS each party wishes to provide for the non-disclosure of it's said resources, and to protect it's buyers, sellers, consultants and investors by agreeing to non-circumvention of the contemplated business transactions;

NOW THEREFORE, in consideration of the covenants herein contained and with the intent to be legally bound, all parties agree as follows:

1. ALL PARTIES agree to be legally bound to this non-disclosure and non-circumvention provision (not to disclose or bypass) to any person or entity, any previously unknown privileged information obtained directly or indirectly via the other party, except as allowed by mutually agreed and signed waiver. This Agreement is to remain in effect for two years from the date of signing. Any waivers MUST require continued protection, and provide for delivery of copies of all correspondence with the subject parties.
2. THIS AGREEMENT shall NOT operate as an Option or Agreement to Purchase, and shall in no way prevent or restrict the selling party from selling or entering into said business transaction/s with other interested buyers at any time.
3. THIS AGREEMENT shall be binding on all parties individually, as well as any corporation, company or other entity or group of which either party is an owner, employee, member, or agent; and upon each party's agents, representatives, suppliers, successors, heirs, and all others connected to any transaction activity covered by this agreement, whether deliberate, unintentional, or due to negligence.

All parties have set their hand to this Non-Disclosure and Non-Circumvention Agreement with full knowledge that each is liable for the remedies prescribed by the law for breach or default of the terms contained herein, to which each hereby attests that he is fully cognizant. Faxed or emailed signatures shall be deemed as valid as the originals. In case of dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Kentucky. Each party must have executed this Agreement for it to be binding on the parties. All parties agree to signature both in counterparts and by facsimile.

AGREED as of the date first entered above:

X _____
Glenn M Sitter, CEO
Elkhorn Partners
Black Hollow Development Project
fasthorses@elkhorn.me
606-275-2959 Mobile
412-283-9160 FAX

* PLEASE SIGN AND RETURN VIA EMAIL TO:
fasthorses@elkhorn.me OR FAX 412-283-9160



X _____
Printed name _____
Title _____
Company _____
Street _____
City _____
State _____ Zip _____
Phone _____
FAX _____
Email _____