

NEWLAND REAL ESTATE

Non Disclosure, Non Circumvention, Non Competition

By and between April Newland / Newland Real Estate – P.O. Box 812, St. Thomas, VI 00804
and

GREAT ST. JIM, LLC and / or
heirs, assigns, and partners, with specific reference to shared/exchanged information and
any and all business arrangements and discussions by and between the above (including partners,
subsidiaries, affiliates, and/or advisors). It is acknowledged that Newland, will provide
proprietary information concerning **Great St. James Island, No.6A Red Hook Quarter,
St.Thomas USVI Tax Parcel No.1-09801-01 consisting of approx. 157 acres and Parcel No.
11 Estate Nazareth, No.1 Red Hook Quarter, St.Thomas USVI, Public Survey No.: F9-370-
T57 Dated:12/04/58 approx. 0.25 Acres.**

1. The parties will maintain complete confidentiality as to all matters concerning specific Owner's property and any/all associated information and materials; including but not limited to here-say.
2. Neither Party will in any way whatsoever, circumvent or attempt to circumvent Newland Real Estate or any of the other parties involved in these discussions/negotiations.
3. Neither Party shall disclose any names, addresses, telephone, facsimile, cell, or telex numbers or email address of any contact revealed by either party to third parties with the intent of circumventing Newland Real Estate.
4. In the event of circumvention, direct/indirect, the circumvented party, Newland Real Estate, shall be entitled to damages plus reasonable expenses, including legal fees that relate to the pursuit of damages.
5. Any disputes arising out of this agreement shall be initially referred to and be determined by an AAA recognized arbitration board, based in The United States Virgin Islands.
6. The duration of this agreement shall be three (3) years from the date hereon.
7. Fax and email copies of this agreement shall be considered valid and binding.
8. This Agreement shall be inoperative with respect to confidentiality for information which:
 - a. is now or subsequently enters the public domain without any disclosure in violation of this Agreement on the part of the buyer;
 - b. was known by or already in the possession of the buyer prior to receiving any disclosure from Newland Real Estate.
9. Nothing in this Agreement shall be construed as establishing any business relationship or as representing any commitment by either party to enter into any other Agreement by implication or otherwise.

AGREED BY:


(Signature)

ERIKA KELLERHALS
(Name)

MANAGER
(Title)

11/9/2015
(Date)

9100 PORT OF SALE MALL STE 15 STT, VI 00802