

ORIGINAL



0000177879

AZ CORP COMMISSION  
DOCKET CONTROL

2017 MAR -7 P 4:39

1 **Jeffrey D. McHatton**  
2 **The Fortitude Foundation**  
3 P. O. Box 7117  
4 Chandler, AZ 85246  
5 Mchatton5626@gmail.com

Arizona Corporation Commission

**DOCKETED**

MAR 7 2017

DOCKETED BY  
*GB*

6 Telephone  
7 602-689-5626

**BEFORE THE ARIZONA CORPORATION COMMISSION**

8 In the matter of:  
9 Robert J. Moss and Jennifer L. Moss,  
10 husband and wife,  
11 The Fortitude Foundation, an Arizona  
12 Corporation,  
13 Ventures 7000, LLC, an Oklahoma limited  
14 liability company,  
15 Jeffrey D. McHatton and Starla T.  
16 McHatton, husband and wife,  
17 Robert D. Sproat and Jane Doe Sproat,  
18 husband and wife,  
19 Kevin Krause, a single man, and  
20 Vernon R. Twyman, Jr., a single man,  
21 Respondents.

DOCKET NO. S-20953A-16-0061

**RESPONDENTS Jeffrey D. McHatton  
and The Fortitude Foundation**

**NOTICE OF EXHIBITS**

(Assigned to Administrative Law Judge  
Marc E. Stern)

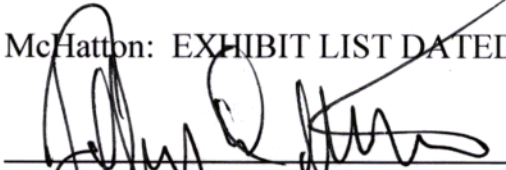
22 Respondents, Jeffrey D. McHatton and the Fortitude Foundation a Non-Profit  
23 Corporation hereby submit the following:

- 24 1. This response is inclusive of the reference of ALL previous responses,  
25 submission(s) of supporting documents, exhibits, information, etc. that have been  
26 previously submitted in accordance with the previous request(s) of the AZCC, since the  
27 initial filing, and notification of the Temporary Order to Cease & Desist (TOCD).  
28

1           2.     Additionally, McHatton and The Fortitude Foundation provides the  
2 following Exhibits:

3	CEM ARTICLES OF INCORP.	JTF - 001
4	QSR REALTY TRADENAME CERT.	JTF - 002
5	MANNINO QUALIFIED INVESTOR	JTF - 003
6	LINNEBACH NCND	JTF - 004
7	JAMES CLARK QUALIFIED INVESTOR	JTF - 005
8	E-MAIL SHOWING PROCESS	JTF - 006
9	E-MAIL ATTACHMENT NCND	JTF - 007
10	THOMAS SPENCER QUALIFIED INV.	JTF - 008
11	DESISTO NCND	JTF - 009
12	BENTZ NCND	JTF - 010
13	FLORES NCND	JTF - 011
14	BRUNER NCND	JTF - 012
15	OLMSTEAD NCND	JTF - 013
16	STADHEIM NCND	JTF - 014

17  
18  
19  
20  
21 McHatton: EXHIBIT LIST DATED this 7<sup>th</sup> day of March, 2017.

22  
23   
24 Jeffrey D. McHatton as Pres. TFF

25  
26   
27 Jeffrey D. McHatton

28 P.O. Box 7117  
Chandler AZ 85246

1 **ORIGINAL** and **8 COPIES** of the  
2 Foregoing hand-delivered this 7<sup>th</sup> day  
3 Of March, 2017 to:

4 Docket Control  
5 Arizona Corporation Commission  
6 1200 West Washington  
7 Phoenix, Arizona 85007

8 **COPY** of the foregoing hand-delivered this  
9 6<sup>th</sup> day of March, 2017 to:

10 The Honorable Marc E. Stern (with documents)  
11 Administrative Law Judge  
12 Hearing Division  
13 Arizona Corporation Commission  
14 1200 West Washington Street  
15 Phoenix, Arizona 85007

16 James D. Burgess (with documents)  
17 Securities Division  
18 Arizona Corporation Commission  
19 1300 West Washington Street, Third Floor Phoenix,  
20 Arizona 85007-2996

21 Robert D. Mitchell, 011922 (with documents)  
22 Sarah K. Deutsch, 026229  
23 Tiffany & Bosco, P.A.  
24 Camelback Esplanade II, Seventh Floor  
25 2525 East Camelback Road  
26 Phoenix, Arizona 85016-4229

27 [END – PAGE 3 OF 3]  
28

ARTICLES OF INCORPORATION  
OF

APR 10 12 00 PM '92

CHARLES E. MC HATTON MINISTRIES, INC./GEI

APPROVED BY Carolyn Jensen  
DATE AFTER 4:10 PZ  
TERM \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_

241116

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned have this day associated ourselves together for the purpose of forming a non-profit corporation under and pursuant to the laws of the State of Arizona and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I

NAME: The name of the corporation shall be Charles E. McHatton Ministries, Inc./GEI *OK'd*

ARTICLE II

The principal place of business shall be Maricopa County, Arizona.

ARTICLE III

PURPOSE: The purpose for which this corporation is organized is the transaction of any or all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE IV

INITIAL BUSINESS: Said corporation is organized exclusively for religious, educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954.

ARTICLE V

No part of the net earning of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate



in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of the Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under Section 501 (c)(3) of the Internal Revenue Code of 1954, (or the corresponding provision of any future United States Internal Revenue law) or; (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

#### ARTICLE VI

Upon the dissolution of the corporation, after provisions is made for the payment of all liabilities of the corporation, all assets shall be turned over exclusively to Grace Life Ministries, Inc., a religious non-profit organization. Such actions shall qualify under the provisions of Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue laws) as the Board of Directors shall determine.

#### ARTICLE VII

An annual meeting is to be held at a place within or without the state as fixed by the bylaws.

#### ARTICLE VIII

The private property of the members, officers and directors of this corporation shall be forever exempt from liability for debts and obligations of the corporations.

#### ARTICLE IX

STATUTORY AGENT: The name and address of the initial Statutory Agent of the corporation is Jared L. McHatton, 9626 N. 33rd St. Phoenix, Arizona 85018

#### ARTICLE X

The Board of Directors is as follows: President: Charles E. McHatton, P.O. Box 5255 Carefree, Arizona 85377; Vice President: Glenda L. McHatton, P.O. Box 5255 Carefree, AZ 85377; Secretary/Treasurer: Fran L. Stephens, 1110 W. Maryland #20, Phoenix, Arizona 85013.

ARTICLE XI

The directors are also the incorporators.

ARTICLE XII

Our fiscal year will be January 1 through December 31.

Charles E. McHatton  
Charles E. McHatton/President

Glenda L. McHatton  
Glenda L. McHatton/Vice President

Fran L. Stephens  
Fran L. Stephens/Secretary/Treasurer

DATED THIS 10TH DAY OF April, 1992.

I, JARED L. MC HATTON, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Jared L. McHatton  
Jared L. McHatton

# STATE OF ARIZONA

## Department of State



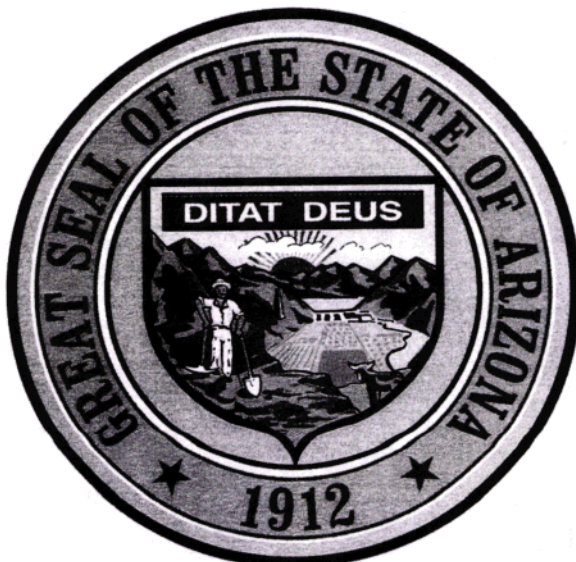
### TRADE NAME CERTIFICATION

QUICKSILVER REALTY

I, Janice K. Brewer, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

JEFFREY D. MCHATTON  
10602 NORTH 26TH STREET  
PHOENIX AZ 85028-

7/9/2007 Application



Registration Date: 07/09/2007

Expiration Date: 7/9/2012

Date First Used: 6/15/2007

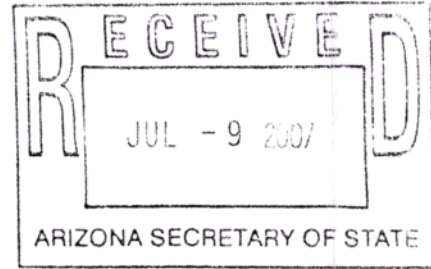
Trade Name No.: 408208

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 23 day of July, 2007.

*Janice K. Brewer*  
JANICE K. BREWER



Please mail Registration to:  
Secretary of State Jan Brewer / Trade Name Division  
1700 West Washington 7th Fl. Phoenix, Arizona 85007  
Walk-in service: 14 N. 18<sup>th</sup> Ave., Phoenix, Arizona  
Tucson Office: 400 W. Congress, Ste. 252  
(602) 542-6187  
(800) 458-5842 (within Arizona)  
Filing Fee: \$10.00



### APPLICATION FOR REGISTRATION OF TRADE NAME (A.R.S. §44-1460)

The Registration of Trade Names and Trademarks is not legally required in Arizona, but is an accepted business practice. This is a registration for an Arizona Trade Name only in accordance with A.R.S. §44-1460. The registration of a trade name is a public record and does not constitute exclusive rights to the holder of the name. Names with a corporate ending (e.g., Inc., LLC or Ltd.) are not acceptable.  
**Please clearly print or type your application to avoid registration errors.**

Name, title or designation to be registered: Quicksilver Realty

Name of Applicant(s): Jeffrey D. McHatton  
(If more than 1 applicant, an "or" designation is assumed unless otherwise indicated)

**Your certificate and renewal notices are dependent on accurate address information including suite numbers. Remember to update your registration if you move.**

Business Address: 10602 N. 26th Street Phoenix AZ 85028  
Street or Box Number City State Zip  
Phone (Optional): 602-689-5626

**Applicant must check one. Do not select "Corporation" or "LLC" if you are not currently incorporated, or your application will be returned to you.**

- Individual
- Partnership
- Corporation
- Foreign corporation licensed to do business in Arizona
- Association
- LLC
- Organization
- Other \_\_\_\_\_

The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date: 06/15/2007  
Month Day Year

General nature of business conducted: Real Estate Sales and Development

Jeffrey D. McHatton  
Applicant's Printed Name

[Signature]  
Applicant's Signature

Applicant's Printed Name

Applicant's Signature

State of Arizona  
County of Maricopa

On this 3<sup>rd</sup> day of July, 2007, Jeffrey McHatton  
(Name of Applicant)

personally appeared before me and acknowledged that he/she signed this document for it's stated purpose.

[Signature]  
Notary Public





Call us : 480-497-3504

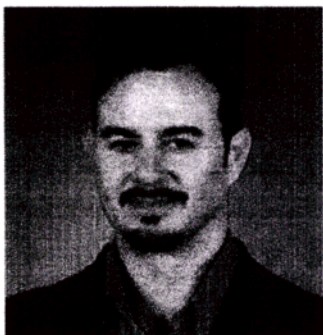
Mail us : CustomerCare@SourceTrainings.com



## About Dr. Matt

Using the principles he now teaches, Dr. Matt Mannino built one of the largest solo Chiropactic practices in the nation seeing 1,000 patients per week and was a millionaire by the age of 30. He is the founder of Source Trainings, LLC, a faith and neuroscience based personal achievement company. Dr. Matt combines a unique blend of the science of success and the supernatural laws that govern it. Through accelerated learning techniques and high impact experiential presentations, Dr. Matt empowers his participants to truly transform their lives in addition to gaining new understanding of the unseen dimension and its impact in their daily lives.

As an industry leader and an expert in the neurosciences, Dr. Matt has taken his system of personal transformation into businesses, churches and nonprofit organizations nationwide serving all levels of entrepreneurs. His seminars, keynotes and products are designed and created to maximize learning and bridge the gap between intangible theories and down to earth "how to" applications. As a successful entrepreneur, owning and operating several million dollar businesses, Dr. Matt believes that every human being has been created with divine potential and abilities and the goal of Source Trainings, LLC is to help people discover and apply this truth. Over the past 20 years he has helped thousands of people reach a greater level of health, wealth and life fulfillment.



Quantum Emergence

Like Page

31 friends like this



## Recent Posts

The Healing Power of Resonant Frequencies

Your Subconscious Mind's Deepest Commitment: Safety

## NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and Greg Linnebach (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by \_\_\_\_\_, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

### **1. NON-CIRCUMVENTION:**

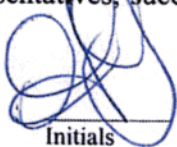
Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

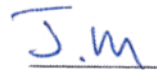
### **2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

### **3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein,

  
Initials

  
Initials



including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor, Lender and/or Funding Resource will provide funding for TFF to undertake and/or finance one or more acquisition opportunities with various entities including, but not limited to: Ventures 7000 LLC (a US limited liability company), Wycliffe Trust (a US complex trust), Environmental Reclamation Authority, Ltd. (a US company) regarding the acquisition, purchase and sale of LAL - Low Alpha Lead and/or Gold Recovery Projects. Loan proceeds may also be utilized for project funding, including but not limited to: International Instruments, Government Bonds, Bond Underwriting Programs for monetizing in-ground assets, collateral and High-Yield or Leveraged Finance Programs.

**5. COUNTERPARTS/ FACSIMILE:**

This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

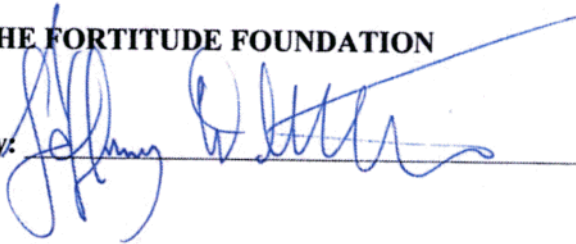
**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

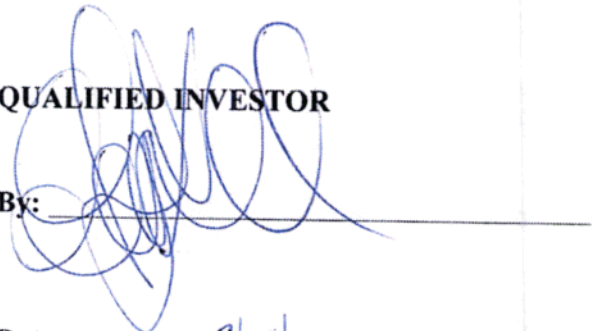
By:



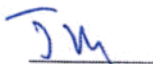
Date: 3-28-2013

**QUALIFIED INVESTOR**

By:



Date: 3/28/13

  
Initials

  
Initials



## Management and Board of Directors

W. Brown Glenn Jr. (bglenj@coreresource.net)

W. Brown Glenn Jr. (58) CEO and Director. He has spent over thirty years in finance and management. He is currently Managing Director of Pegasus Funds, LLC., an alternative investment company located in Dallas Texas. His professional career included 14 years in New York with the Corporate Finance and Investment Banking departments of Smith Barney Harris Upham & Co., Merrill Lynch, and Nippon Credit Bank's U.S. Investment and Merchant banking subsidiary Eastbridge Capital and Asset Management. At Eastbridge, he was the Senior Vice President and Co-head of Corporate Finance.

During his career, he has been associated with several publicly traded companies including Diversified Corporate Resources, Inc., an AMEX-listed staffing company, where he served, initially, as an Independent Director and Audit Committee Chairman, and ultimately the company's President. During his tenure as President, the market cap of the company increased by more than 700%. He also served as Chief Financial Officer and Director of Ergobilt Inc., an NASDAQ-listed ergonomic manufacturing company and a Director and CEO of Safeguard Security Holdings, Inc., a publicly-traded security staffing company.

He is a graduate of the University of North Carolina at Chapel Hill with a degree in Business Administration.

James D. Clark (jclark@coreresource.net)

James D Clark (32) President, COO and Director. After spending a four years in Marine Corps intelligence, James graduated from Arizona State University's W.P. Carey School of Business Summa Cum Laude with degrees in accounting and finance. After graduation, he worked as a Senior Associate in the Advisory branch of KPMG's Silicone Valley, California office where some of his fortune 500 clients included Apple Computer, Electronic Arts, and Google. James also worked on several IPO projects the most notable perhaps being NetSuites in 2007 where James played a major role in developing the Company's revenue recognition model. In his first year with KPMG, James wrote guidance on stock option accounting and reporting that is still used at public companies around the country.


In 2008, James co-founded Republic Monetary Exchange, a Phoenix-based precious metals dealer. In three short years as Chief Sales Officer and General Manager, James grew the Company to a nationally recognized, \$100 million a year organization. James recruited and stacked his sales force with former registered securities advisors and register financial planners.

Dennis Orsi, J.D., CPA (dorsi@coreresource.net)

Dennis Orsi (62) - Director, is an independent financial advisor with over thirty years in finance and management. He most recently controlled a regional manufacturing company based in Massachusetts. During his career, he has served as a Director of numerous public companies listed on either the NASDAQ or AMEX. In his early career, Mr. Orsi served as Senior Vice President and Treasurer of Ensign Bank, a \$2 billion New York Savings Bank before being recruited to the corporate finance department of Kidder Peabody as Vice President and later joining Nippon Credit Bank's U.S. Investment and Merchant banking subsidiary Eastbridge Capital and Asset Management as Senior Vice President and co-head of Corporate Finance. Mr. Orsi graduated from Syracuse University with a business degree and received his JD from St. Johns Law School.

John Dinan, J.D., (john.dinan@orix.com)

John Dinan (58) – Director, is Director and Senior Legal Counsel for ORIX USA Corporation. Mr. Dinan joined in 2001 and provides a multifaceted range of legal support to the real estate, capital markets, corporate finance and municipal investments divisions of ORIX. Mr. Dinan began his legal career in 1981 with concentrated expertise in the areas of real estate tax and finance, creditors' rights, bankruptcy and debt restructuring, and he was a founding member of one of the 20 largest law firms in Dallas, TX. Prior to joining ORIX, Mr. Dinan was also a development partner with one of the nation's largest multifamily merchant builders. Mr. Dinan received his undergraduate degree from University of North Carolina at Chapel Hill, and his graduate and masters law degrees from Cumberland School of Law and New York University, respectively.

From: **Rob Moss** [robmoss@cox.net](mailto:robmoss@cox.net)   
Subject: FYI : NCND  
Date: March 8, 2014 at 8:55 AM  
To: **Jeff McHatton** [mchatton5626@gmail.com](mailto:mchatton5626@gmail.com)



FYI (attached) for your awesome counter-signature, my friend :o)

---

**From:** Pastor Lonny Remmers <[plremmers@gmail.com](mailto:plremmers@gmail.com)>  
**Date:** Saturday, March 8, 2014 3:52 AM  
**To:** Rob Moss <[robmoss@cox.net](mailto:robmoss@cox.net)>  
**Subject:** NCND

Rob.  
Please find attached the signed NCND. Thank you and God Bless You Brother

--

**PL**  
(951) 520-7793 cp  
(888) 243-9828 fax

CONFIDENTIALITY NOTICE: This electronic communication is covered by the Electronic Communications Privacy Act of 1986, Codified at 18 U.S.C. §§ 1367, 2510-2521, 2701-2710, 3121-3126, and is legally privileged. Unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient of this electronic message, please notify the sender by return message and please destroy all copies of the original message.

DISCLAIMER: Sender is NOT a United States Securities Dealer or Broker or U.S. Investment adviser. Sender is a Consultant and makes no warranties or representations as to the Buyer, Seller or Transaction. All due diligence is the responsibility of the Buyer and Seller. This E-mail letter and the attached related documents are never to be considered a solicitation for any purpose in any form or context. Upon receipt of these documents, the Recipient hereby acknowledges this Disclaimer. If acknowledgment is not accepted, Recipient must return any and all documents in their original received condition to Sender.



NCND - TFF  
3-14.pdf



## NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and REENTRY Foundation (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by Pastor Leroy Penner, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH:** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

### **1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

### **2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

\_\_\_\_\_  
Initials

Page 1 of 2

  
Initials



Ed Butowsky (55) – Director, is the Managing Partner, Chapwood Capital Investment Management. Ed is an internationally recognized expert in the investment wealth management industry. Ed has a unique ability to combine the current political environment with how it affects investment portfolios. Butowsky has been in the financial services industry for over 25 years. Ed started his career with Morgan Stanley and was a Senior Vice President in private wealth management. In his 18 years at Morgan Stanley, he was the firm's top producer nationally as well as the first advisor to surpass one billion dollars in assets under management. He was also recognized as a member of both the Chairman's Club and the Equity Club, a distinction reserved for only the top advisors at the Morgan Stanley. Ed has lectured at Yale University, NYU Stern School of Business, and SMU Cox School of Business and speaks around the country to financial advisors on how to properly manage portfolios. Ed is also the originator of the CHIP score. The CHIP score is the first metric designed to properly and effectively evaluate and score a portfolio's strength based on all elements that attribute to portfolio performance; rate of return, risk, inflation, taxes, management fees and investment fees. Additionally, Ed is the creator of the [Chapwood Index](#), a real cost of living index that attempts to show, on a quarterly basis, a more accurate figure for cost of living increases in the nation's top 50 major metropolitan areas. (<http://www.chapwoodindex.com/>)

### **Advisory Board**

#### Robert L Cargill Jr., PhD.

Mr. Cargill is a member of the Company's Advisory Board. He has managed his family's East Texas oil and gas interests including mineral, override, and working interests for more than thirty years. These interests extend back to the discovery of oil on his family's property in 1932. As general partner of Cargill family partnerships, he has been involved in more than one hundred real estate and mineral transactions as well as active investments in oil & gas securities. Prior to joining the family business in 1980, Mr. Cargill was Professor of Chemistry at the University of South Carolina.

He is a graduate of Rice University and holds a PhD in chemistry from MIT.

#### Robert A. Shuey III

Robert A. Shuey III spent twenty-two years in Corporate Finance and Investment Banking, starting at Salomon Brothers in New York in 1979, then Rauscher Pierce in Dallas in 1985. He is currently Managing Director of Pegasus Funds, LLC., an alternative investment partnership located in Dallas, Texas. During his investment banking career, he led IPO's, Secondary's and/or major financings for numerous energy companies including; Transocean, Inc., Endeveco, Inc., Parallel Petroleum, Inc., Fortune Petroleum, Inc., Empiric Energy, Inc., Triton Energy, Inc. Search Energy, Inc., Barton Valve, Inc. and Dorchester Gas, Inc. From 1995 to 2000 Bob was on the Board of Directors of the Regional Investment Bankers Association "RIBA" now know as The National Investment Bankers Association. Mr. Shuey has served on fourteen (14) public Boards. Of the sixty (60) IPO's led by Mr. Shuey, 59 closed at a premium on the first day of trading. Two were recognized as being the AMEX's best performing companies in 1997 & 1998 and one designated as the Inc. 500's "#1 Fastest Growing Company". He is a graduate of Babson College.

#### Thomas H. Spencer

Mr. Spencer has been involved in the West Texas oil and gas industry since 1980 when he founded Southwest Disposal Service, Inc. Based in Odessa, TX, Southwest Disposal developed the technology to reclaim the environmental waste caused by drilling. Mr. Spencer sold Southwest Disposal in 2010. Prior to founding Southwest Disposal, Mr. Spencer was the owner and founder of TK Spencer and Associates. During its 25 years of operation TK Spencer and Associates, developed over 2500 homes in Florida, Washington, and Arizona. Mr. Spencer served as a trustee for Taylor University, a board member for the Christian Embassy, in Washington DC, was appointed by Virginia's Governor to serve on the Committee on Opportunities for Minorities, and was invited by President Nixon to work with Gov. George Romney at HUD. He is a graduate of Taylor University.

From: Robert Sproat ish4031@gmail.com  
Subject: Fwd: NCNDA  
Date: May 15, 2013 at 12:11 AM  
To: Jeff McHatton mchatton5626@gmail.com  
Cc: robmoss@cox.net

----- Forwarded message -----

From: F David DeSisto <yikes\_01@hotmail.com>  
Date: 2013/5/14  
Subject: NCNDA  
To: Robert Sproat <ish4031@gmail.com>

#### NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "FFF"), and F David DeSisto (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by Cynthia DeSisto, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

#### 1. NON-CIRCUMVENTION:

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

#### 2. NON-DISCLOSURE:

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC-400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

F D Initials

Page 1 of 2

CD Initials

**3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein, including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor, Lender and/or Funding Resource will provide funding for TFF to undertake and/or finance one or more acquisition opportunities with various entities including, but not limited to: Commodities - regarding the acquisition, purchase and sale of LAL - Low Alpha Lead, Rare Earth and/or Gold Recovery Project(s). Loan proceeds may also be utilized for project funding, including but not limited to: International Instruments, Currencies, Government Bonds, Bond Underwriting Programs for monetizing in-ground assets, collateral, equipment and High-Yield or Leveraged Finance Programs.

**5. COUNTERPARTS/ FACSIMILE:**

This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

**QUALIFIED INVESTOR**

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

By: F. David DeGato  
Cynthia DeGato

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

Date: 05/14/2013

(TFF-NCNDE4)

   Initials

CKD Initials  
F.DD



**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and Saguaro Crossings, LLC (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by Peter J Bentz, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

**1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

**2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

**3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein,

JM  
Initials

\_\_\_\_\_  
Initials

including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor will provide funding for TFF to undertake and finance one or more acquisition opportunities with various entities including, but not limited to: Ventures 7000 LLC (a US limited liability company), Wycliffe Trust (a US complex trust), and Environmental Reclamation Authority, Ltd. regarding the acquisition, purchase and sale of Low Alpha Lead.

**5. COUNTERPARTS/ FACSIMILE:**

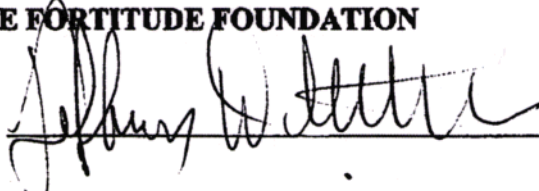
This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

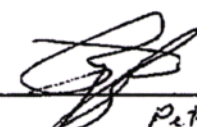
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

By: 

Date: 12-3-2012

**QUALIFIED INVESTOR**

By:  Peter J Bantz

Date: 12/3/2012

JW  
Initials

\_\_\_\_\_  
Initials



**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and MARQUES FLORES \_\_\_\_\_ (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by Marques Flores \_\_\_\_\_, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term if this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

**1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

**2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

**3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein,

\_\_\_\_\_  
Initials

*Scornel D. Tally*

\_\_\_\_\_  
Initials



including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor will provide funding for TFF to undertake and finance one or more investment opportunities with various entities including but not limited to: Ventures 7000 LLC (a US limited liability company), Wycliffe Trust (a US complex trust), Advanced Recovery Systems, Inc. (a Philippine corporation), and Asian Precious Metals, Inc. (a Philippine corporation).

**5. COUNTERPARTS/ FACSIMILE:**

This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

**QUALIFIED INVESTOR**

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

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

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

Date: 10-17-2012

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and JOHN M. BROWER (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by JOHN M. BRUNER, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

**1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

**2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

**3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein,

  
Initials

  
Initials



including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor will provide funding for TFF to undertake and finance one or more acquisition opportunities with various entities including, but not limited to: Ventures 7000 LLC (a US limited liability company), Wycliffe Trust (a US complex trust), and Environmental Reclamation Authority, Ltd. regarding the acquisition, purchase and sale of Low Alpha Lead.

**5. COUNTERPARTS/ FACSIMILE:**

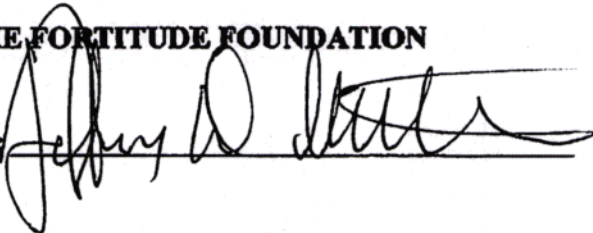
This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

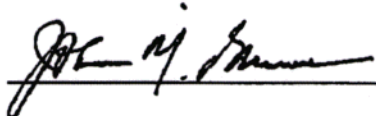
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

By: 

Date: 11-27-2012

**QUALIFIED INVESTOR**

By: 

Date: 11-26-12

  
Initials

  
Initials



**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and Lowell E. Olmstead (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by \_\_\_\_\_, its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

**1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

**2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23

JW

on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

### 3. TERM / JURISDICTION:

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein, including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

### 4. BUSINESS PURPOSE:

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor will provide funding for TFF to undertake and finance one or more acquisition opportunities with various entities including, but not limited to: Ventures 7000 LLC (a US limited liability company), Wycliffe Trust (a US complex trust), and Environmental Reclamation Authority, Ltd. regarding the acquisition, purchase and sale of Low Alpha Lead.

### 5. COUNTERPARTS/ FACSIMILE:

This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

THE FORTITUDE FOUNDATION

Lowell E. Olmstead  
QUALIFIED INVESTOR

JM

By: [Handwritten Signature]

B y :

Date: 10/26/2012

D a t e :

[Handwritten Signature]

10-31-2012

JM.  
Initials

Initials

\_\_\_\_\_



**NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT**

This Agreement, being effective as of the date signed, is between the undersigned parties identified as The Fortitude Foundation (hereinafter referred to as "TFF"), and \_\_\_\_\_ (or such entity as may be formed to facilitate the contemplated venture) (hereinafter referred to as "Qualified Investor"), by Ray Corlew, Robert Stadheim and Myrna Stadheim its authorized representative; hereby join and bind together, for the mutual benefit and protection of all the undersigned:

**WITNESSETH;** whereas, the parties (including their associates, agents, affiliates and/or representatives collectively or individually referred to as "affiliates" herein) contemplate entering into or participating in one or more business transactions concurrently herewith and/or hereafter during the term of this Agreement (hereafter individually and/or collectively referred to as the "subject business") and whereas the parties mutually recognize that in such subject business each may learn from the other (including affiliates) the identity, address, and/or telephone/facsimile numbers of clients, brokers, buyers, sellers, financiers (hereinafter referred to as "confidential sources") and/or information relating to specific business transactions, investment opportunities, bank accounts, transaction codes, participating bank and/or entities, and/or technology of various kinds, (hereinafter referred to as "confidential information") which the other party possesses and may have acquired at substantial cost or effort; the parties agree as follows:

**1. NON-CIRCUMVENTION:**

Neither party (including affiliates of such party) will attempt, directly or indirectly, to contact any of the other parties or their principals on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each such contact and/or use. The parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, or other entities which have been introduced by the other party without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

**2. NON-DISCLOSURE:**

All confidential sources and confidential information of each party are valuable property and shall remain the exclusive property of such party. Neither party (nor any of such parties' affiliates) will disclose to any third party any confidential information of the other party obtained in the transaction of the subject business. It is understood and agreed that the rules of confidentiality and non-disclosure as established by the International Chamber of Commerce, Paris, France, (ICC400,500,600) are incorporated herein by reference and that the President of the United States of America having signed H.R. 37-23 on October 11<sup>th</sup>, 1996, has protected this transaction by allowing corporations and individuals the right to declare their contracts, clients, internal procedures and information and the transactions they engage in as a corporate, individual or trade secret fully protected under the economic and industrial espionage laws of the United States of America and the International Economic Community.

RC Initials  
R.S.  
MS

\_\_\_\_\_ Initials

**3. TERM / JURISDICTION:**

This Agreement shall be binding upon the signatory parties and their respective legal representatives, successors, and assigns for a period of Five (5) Years from the date last affixed herein, including any extensions. This Agreement shall be deemed to have been made in the State of Arizona, within the United States of America, and shall be construed and interpreted in accordance with the laws of said State, including those of the applicable International Law.

**4. BUSINESS PURPOSE:**

The business purpose contemplated by this Agreement is to enter into a joint venture arrangement whereby Qualified Investor, Lender and/or Funding Resource will provide funding for TFF to undertake and/or finance one or more acquisition opportunities with various entities including, but not limited to: Commodities - regarding the acquisition, purchase and sale of LAL - Low Alpha Lead, Rare Earth and/or Gold Recovery Project(s). Loan proceeds may also be utilized for project funding, including but not limited to: International Instruments, Currencies, Government Bonds, Bond Underwriting Programs for monetizing in-ground assets, collateral, equipment and High-Yield or Leveraged Finance Programs.

**5. COUNTERPARTS/ FACSIMILE:**

This Agreement may be executed in counterparts each of which shall be deemed to be an Original, but all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and in such event a facsimile signature shall be sufficient to bind the party so signing.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to the terms and conditions contained herein.

The signatories below attest that they have had the opportunity to consult with their legal counsel regarding this Agreement, and have the legal authority to sign on behalf of and bind their respective persons and companies to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written below:

**THE FORTITUDE FOUNDATION**

**QUALIFIED INVESTOR**

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

By: Ray Gilman Robert Stadheim  
Mynna Stadheim

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

Date: 8/5/13

(TFF-NCND[4])

\_\_\_\_\_ Initials

RC Initials  
RS  
MS