



Mark DeCoursey <mhdecoursey@gmail.com>

dark (2).doc

1 message

Nourse, Brent L. <NourseB@lanepowell.com>
To: Mark DeCoursey <mhdecoursey@gmail.com>

Mon, Sep 29, 2008 at 8:34 AM

Confidentiality language

This message is private or privileged. If you are not the person for whom this message is intended, please delete it and notify me immediately, and please do not copy or send this message to anyone else.

Please be advised that, if this communication includes federal tax advice, it cannot be used for the purpose of avoiding tax penalties unless you have expressly engaged us to provide written advice in a form that satisfies IRS standards for "covered opinions" or we have informed you that those standards do not apply to this communication.

 **dark (2).doc**
21K

Confidentiality. As a central and fundamental part of this Agreement, the DeCourseys agree to completely cease all dissemination, broadcast, distribution or public availability of any information, statements, claims, photographs, recordings, or other data of any kind relating to their dispute with Windermere. This provision includes the deletion of any applicable internet page or web site relating to the dispute and deletion (if possible) of postings on web sites and other forums relating to the dispute. The DeCoursey will take the web site renovationtrap.com offline and will not renew the name when it expires. The DeCourseys agree not to picket, petition, disrupt or enter any Windermere office or company. The DeCourseys agree that they shall not communicate with any person about their dispute with Windermere unless asked, and, if asked, will state only that they have resolved their claim to their satisfaction. The DeCourseys acknowledge that Windermere would not settle this dispute without this provision, and that this provision is of utmost importance to Windermere. In the event of material breach of this provision, the DeCourseys agree to pay liquidated damages in the amount of \$100,000 plus attorney fees and legal expenses incurred in enforcing it. This provision shall not preclude the DeCourseys from complying with any valid subpoena or court order.

Windermere agrees not to make any statements or make available any information about the DeCourseys other than that it settled the DeCourseys' claim to Windermere's satisfaction. Windermere will not directly or indirectly disparage the DeCourseys and will not investigate or communicate information about any other names that Windermere may believe to be used by the DeCourseys.

Z:\w.SCA\DeCoursey\Dark.doc