



Non-Circumvent Non-Disclosure and Fee Agreement

PARTIES AND PURPOSE

The undersigned are mutually desirous of doing business with respect to the arranging, selling and buying of real estate investment options in cooperation with one another and with potential third parties (i.e., banks or bank representatives) for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments, and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary or broker or trader of any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the party or parties generating or with proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as "The Parties") jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of the Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement that are in any way a component of what shall hereinafter be referred to as "The Project" or "The Transaction" for the purpose of acquiring and/or disposing of Notes and REOs.

NOW, THEREFORE, IT IS MUTUALLY AGREED

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, refiners, shippers, financial instructions,

technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal counsel, or to initiate and buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

RELATIONSHIPS AND PREVIOUS RELATIONSHIPS

If either Party has already established a previous relationship with the parties to a transaction or the contract introduced in the specific transaction, the Party with the previous relationship or transaction will immediately notify the other Parties by email or fax outlining the prior relationship and in that specific case, the Party with the previous relationship or transaction will be exempt from the non-circumvention clause of this Agreement. The other Party reserves its abilities and right to dispute the existence of prior relationship. Furthermore, The Parties agree that this Agreement shall not be construed to impede the development of normal day to day business relationships regardless of the existence of a pre-existing relationship on the part of either Party, such as, other direct sellers portfolios and MTN's, including but not limited to lenders and other mortgage brokers

AGREEMENT NOT TO DISCLOSE

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, consultants distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, and compensation equal 1% of the total purchase price and may or may not be outlined in a separate written agreement, but are to be paid as part of The Transaction or The Project anticipated by this Agreement and shall be paid by buyer at the time and in the manner designated in such separate agreement among the affected Parties or as directed by the Seller. All Parties hereby irrevocably and

unconditionally agree and guarantee to honor and respect all such fees and remuneration.

AGREEMENT TO INFORM

In the specific situation where a Party acting as an agent of the buyer allows the buyer or the buyer's representative and the seller to deal directly with one another, said agent shall be informed of the subsequent development of all transactions between the buyer or the buyer's representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer's representative and/or the seller.

TERM

This Agreement shall be for Five (5) years commencing from the date of this Agreement. This Agreement may be renewed further for Five (5) years, subject to and upon the terms and conditions agreed between and among the signatories. The Parties agree not to make contact with, solicit, deal with, or otherwise to be involved in any transaction(s) with regard to source, contact, trust, strategic partner and/or any other entity that the other Party introduces to or discusses with the other Party for a period of Twenty-four (24) months after termination of this Agreement.

This Agreement shall apply to: All transactions originated during the term of this Agreement; and all subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the terms of this Agreement.

INJUNCTIVE RELIEF AND PENALTIES

The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to injunctive relief. Furthermore, any violation of this Agreement is enforceable by a penalty of 300% of actual damages, per incident and such penalty shall apply to any and all subsequent transactions with that source, contact, trust, client, strategic partner and/or other entity. This penalty shall survive the term of this Agreement and all extensions and rollovers.

AGREEMENT NOT TO CIRCUMVENT

The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

ARBITRATION

All disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration in accordance with the rules of the American Arbitration Association in the State of Maryland, county of Prince George's by one or more Arbitrators appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable by law.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse by or through any other means, insofar as such waiver can validly be made.

Each of Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, its heirs assignees and/or assigns, for the total remuneration received as a result of business conducted with the Parties covered by this Agreement, plus, subject to the determination of the Arbitrator all of its arbitration costs, legal expenses, and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved party, notwithstanding any other provisions of the awarded.

FORCE MAJEURE

A Party shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fire, floods, strikes and failure of third parties to perform their obligations to either Party. As a condition to the claim of no-liability the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

AGREED AND ATTESTED

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

NOTE: Initial, date and sign all pages in sequence including all intermediaries groups in between Buyer and Seller.

**Do not contact the borrower or bank for any reason.
We encourage you to seek the advice of competent legal counsel
prior to signing this or any other financial document.**

Signatory's Full Name: _____
Company Name: _____
Telephone Number: _____
E-mail Address: _____
Bank Name: _____
Bank Address: _____
Bank Telephone Number: _____
Account Number: _____
Routing Number: _____

Signature: _____
Date: _____

Signatory's Full Name: _____
Company Name: _____
Position in Company: _____
Address: _____
Telephone Number: _____
Fax Number: _____
Cell Phone Number: _____
E-mail Address: _____

Signature: _____
Date: _____