

AGREEMENT ON NONDISCLOSURE OF CONFIDENTIAL INFORMATION

This AGREEMENT is made and entered into this day of , 2009, by SRB SERVICING, LLC. a Florida limited liability company, including its agents, employees, officers, affiliates and equity owners (hereinafter referred to as the "Disclosing Party") and (hereinafter referred to as the "Receiving Party").

WITNESSETH THAT:

WHEREAS, Disclosing Party desires to establish an agreement and understanding with Receiving Party as to the matters pertaining to the potential purchase and sale of various promissory notes and mortgages (hereinafter referred to as "Property");

WHEREAS, Receiving Party is willing to enter into this Agreement to set forth the terms of such agreement and understanding.

NOW, THEREFORE, for good and valuable consideration acknowledged herewith Receiving Party and Disclosing Party hereby agree as follows:

1. DISCLOSING PARTY'S CONFIDENTIAL INFORMATION

In the course of communications concerning possible confidential information to be provided to Receiving Party from Disclosing Party, Disclosing Party may communicate or provide to Receiving Party or Receiving Party may acquire certain information which constitutes or contains confidential proprietary business information and/or valuable trade secrets of Disclosing Party (called hereafter the "CONFIDENTIAL INFORMATION"). CONFIDENTIAL INFORMATION includes without limitation, promissory notes, mortgages, deeds, deeds of trust, tax bills and reports, appraisals, personal and/or business financial information, pictures of subject property, plans, specifications, contracts, correspondence, drawings, valuations, surveys, geographical data, topographical sketches, reports, technical information or data, Disclosing Party's clients or client lists, pricing structures, sources of products, business practices and procedures, names of key employees or clients, and trade secrets of every kind and character, directly or indirectly related to the Property. Receiving Party acknowledges and accepts that the Disclosing Party cannot guarantee or represent the accuracy or reliance of such CONFIDENTIAL INFORMATION. Further, Receiving Party recognizes that the CONFIDENTIAL INFORMATION may be in various forms, including without limitation written, oral, or electronic media.

2. NONDISCLOSURE

Receiving Party agrees to treat all CONFIDENTIAL INFORMATION as confidential proprietary information of Disclosing Party, and not to disclose or show it to others, including the subject mortgage holders and promissory note holders or their agents, invitees or representatives, without the prior express written consent of Disclosing Party.

3. NONUSE

Receiving Party also agrees not to use nor permit the use of any CONFIDENTIAL INFORMATION to the competitive disadvantage of the Disclosing Party.

4. TITLE TO CONFIDENTIAL INFORMATION

The title to any CONFIDENTIAL INFORMATION which is provided to or acquired by Receiving Party shall be vested in Disclosing Party, and Receiving Party agrees to return or deliver such CONFIDENTIAL INFORMATION (including all originals and copies, and including material, goods, documents, equipment or apparatus) to Disclosing Party at Disclosing Party's request within thirty (30) days after such request by Disclosing Party. With Disclosing Party's prior express written consent (and subject to the conditions of such consent), Receiving Party may retain an archival copy of a specified piece of CONFIDENTIAL INFORMATION.

5. PROTECTION OF CONFIDENTIAL INFORMATION

Receiving Party agrees to take appropriate measures to safeguard confidentiality of all forms of CONFIDENTIAL INFORMATION obtained from Disclosing Party including electronically stored material. It shall be Receiving Party's sole responsibility to insure that its personnel abide by the terms of this Agreement, and Receiving Party shall advise and inform its personnel of the obligations of Receiving Party under this Agreement.

6. BINDING ON SUCCESSORS

The obligations of Receiving Party contained herein shall be binding upon any divisions, subsidiary, assignee, transferee, successor, or receiver of Receiving Party.

7. SURVIVAL OF OBLIGATIONS

Receiving Party's obligations hereunder shall survive and remain enforceable by Disclosing Party despite cancellation or termination of any contract for sale and purchase, bids, estimates, contracts or other agreements between Disclosing Party and Receiving Party, and despite the failure of Disclosing Party to request from Receiving Party any agreements concerning the Property referenced in the recitals hereto.

8. NONLIABILITY OF DISCLOSING PARTY

Disclosing Party shall have no liability to Receiving Party or its personnel arising out of Receiving Party's use of any CONFIDENTIAL INFORMATION, or the failure of any information, material, appraisals, valuations, maps, surveys, or documents, furnished to Receiving Party by Disclosing Party or produced by Disclosing Party for Receiving Party.

9. CONTACT PERSON

Receiving Party's contact person receiving CONFIDENTIAL INFORMATION shall be Disclosing Party's contact person(s) to provide CONFIDENTIAL INFORMATION shall be Mr. Reynolds Henderson. Either party may change the name of its contact person by prior written notice to the other.

10. FEE

Any fees due and payable to any party whatsoever shall be agreed to and memorialized under a separate agreement between the respective parties. No such fee or fees associated with the Property or this Agreement are due and payable to any party whatsoever under the terms and conditions of this Agreement.

11. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent, in its sole discretion, of the other party.

12. SPECIFIC PERFORMANCE

The parties hereto agree that the CONFIDENTIAL INFORMATION is valuable, that failure of Receiving Party to perform its obligations hereunder will result in irreparable injury and damage, and that specific performance of such obligations may be obtained by suit in equity.

13. AMENDMENT

This Agreement may only be amended by an instrument in writing executed by all of the parties hereto.

14. SECTION HEADINGS

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

15. LAW OF AGREEMENT

This Agreement shall be interpreted and construed under and in accordance with the law of Florida.

16. JURISDICTION/SERVICE OF PROCESS/ATTORNEY FEES

The parties hereby (a) agree that any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of record of the State of Florida or the courts of the United States located in the State of Florida; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts. The prevailing party in any suit to enforce this Agreement or to recover for breach thereof shall be entitled to costs and a reasonable attorney's fee.

17. NOTICES

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited into the United States Mail, postage prepaid as certified or registered mail, to the following addresses:

If to Receiving Party, to:

Attn:

If to Disclosing Party, to:

SRB Servicing, LLC
Attn: Reynolds Henderson
P.O. Box 2548
Santa Rosa Beach, Florida 32459

If to Receiving Party's Representative:

or to such other address as any party hereto may designate by written notice to the other parties.

18. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which shall constitute an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their respective duly authorized officers, as of the date set forth above.

DISCLOSING PARTY:

SRB SERVICING, LLC

By: Reynolds Henderson

RECEIVING PARTY:

By:

Its:

RECEIVING PARTY'S
REPRESENTATIVE: