

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Agreement is entered into by and between **Monroe Funding Corp.** (“Monroe”) and _____ (“Lender”). Monroe and Lender shall collectively be referred to as the “Parties” in and to this Agreement.

The Parties are mutually desirous of transacting various business opportunities for their mutual trust, benefit and enjoyment. Therefore, in consideration of the mutual covenants and promises herein set forth the Parties to this agreement do hereby acknowledge and agree to the following:

Please be advised that Monroe has and is willing to make available to Lender certain information in connection with potential purchase money mortgage and/or refinance loan transactions (the “Loans”). All information is considered highly sensitive and strictly confidential. Accordingly, as a condition towards the receipt of such information Lender hereby agrees to maintain such information in the utmost confidence and keep confidential any and all information furnished to Lender by Monroe together with any and all analyses, studies or other documents or records prepared by Lender or Lender’s Representatives (as said term is defined herein) to the extent that such analyses, studies or other documents or records have been generated from any information furnished to Lender by Monroe (collectively, the “Information”). **Lender will not use or exploit the Information for any purpose other than evaluating Lender’s desirability of providing financing in connection with the Loans.**

Lender will limit disclosure and transfer of the Information to Lender’s employees, directors, officers, agents and representatives (collectively, the “Representatives”) that have a legitimate need to review the Information in evaluating the desirability of Lender’s potential investment and Lender shall instruct the Representatives as to the confidentiality of all such information. In the event Lender wishes to employ third parties for the sole purpose of assisting Lender in determining the desirability of Lender’s potential investment, then Lender may divulge the Information to such third parties; however, such third parties will then be defined as Representatives and Lender will require them to be bound by this Agreement. The actions or negligence of the Representatives will be deemed Lender’s actions with respect to the Information, and any unauthorized use or disclosure of Information will constitute a material breach hereof and will cause irreparable harm and loss to Monroe.

In consideration of the disclosure of the Information by Monroe Lender agrees that the Information is proprietary to Monroe, and that the Information shall not be used nor duplicated nor disclosed to others without first obtaining written consent from Monroe. Except as otherwise required by law, Lender agrees to keep this Confidentiality and Non-Circumvention Agreement and its contents confidential and not disclose the same to any third party without the written consent of Monroe. Furthermore, Lender agrees to exercise the same care in handling the Information as Lender would exercise with similar information of its own.

Lender shall promptly return the Information and all copies, and summaries thereof to Monroe (without retaining any copy thereof) within one business day of receipt a written request from

Monroe to do so. Notwithstanding the return of the Information, Lender shall continue to be bound by its obligation of confidentiality and its other obligations hereunder.

Lender hereby agrees not to circumvent, avoid or bypass Monroe concerning any business relationship with Monroe's clients (the "Clients"). Monroe is hereby recognized by Lender as the procuring cause for any present or future business transaction by and between Lender and Clients. Any business transaction, negotiation or opportunity Lender wishes to present or enter into with Clients must be with Monroe's participation, prior knowledge and written approval. It is further understood and agreed, that Monroe will be compensated by Lender in an amount and manner as specified in a compensation agreement to be entered into by and between the Parties upon any transaction or business relationship with Monroe's Clients. The compensation agreement for each transaction or business relationship with Monroe's Clients will be in the form of an addendum(s) to this agreement.

LENDER AGREES THAT IN THE EVENT IT VIOLATES ANY OF THE COVENANTS OR AGREEMENTS CONTAINED IN THIS AGREEMENT THAT MONROE SHALL BE ENTITLED TO AN ACCOUNTING AND REPAYMENT OF ALL PROFITS, COMPENSATION, COMMISSIONS, REMUNERATION OR BENEFITS WHICH LENDER DIRECTLY OR INDIRECTLY REALIZED AND/OR MAY REALIZE AS A RESULT OF, GROWING OUT OF, OR IN CONNECTION WITH ANY SUCH VIOLATION.

Notwithstanding the foregoing, it is agreed that money damages would not alone be a sufficient remedy for any breach of this Agreement, that a material breach of this Agreement would cause irreparable injury to Monroe, and that Monroe shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to Monroe. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover costs, expenses and reasonable attorneys' fees through and including appellate proceedings.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any controversy, claim or breach of this agreement, which is not settled by the parties, shall be settled either by arbitration or the Court of proper jurisdiction.

Facsimile and electronic transmission of this document and signature thereof, are accepted by the Parties as legal and binding. This Agreement may be executed in counterparts, each of which will be deemed an original, and each of which taken together shall constitute one and the same Agreement.

Each person signing this Agreement represents and warrants that the entity for which he is signing has duly authorized this Agreement and that they have the authority to sign on behalf of such entity. This Agreement is made and effective as of the date of its' full execution and remain in force for one (1) year.

Monroe will periodically introduce its clients to Lender in writing, in the form of an addendum to this agreement. The term of the agreement shall be accordingly extended to the full one (1) year term from the execution date of each addendum for every new client introduced by Monroe. Lender will likewise execute each of the addendum(s) to make them formally part of this agreement.

The parties do hereby acknowledge the above as mutually AGREED and ACCEPTED by signing and dating below:

Monroe Funding Corp.

By: _____
Doug Williams, its President

By: _____
_____, its _____

Dated: _____

Dated: _____