

Mutual Non Circumvention / Non-Disclosure / Non Solicitation Agreement

This Agreement is made by and between **JNK Ventures LLC**, hereinafter referred to as "**Disclosing Party**", whose business address is 1611 Crenshaw Blvd. Suite 221, Torrance, CA 90501 and _____ whose business address is _____

_____ hereinafter referred to as "**Receiving Party**", together with all affiliates, subsidiaries and successors in the interest thereof for the purpose of preventing the unauthorized disclosure of **Confidential Information** that is mutually applicable and defined below.

The Undersigned parties, including their employees, associates, third party consultants and funding sources, intending to be legally bound, hereby irrevocably and mutually agree not to circumvent, avoid, bypass, or obviate each other, directly or indirectly, to avoid payment or fees, commissions, or any form of compensation in any transaction with corporation, partnership or collateral, or finding, or any other transaction involving products, commodity, or services, or addition, renewals, extensions, rollover, amendment, new contract, re-negotiations, parallel contract/agreement or third party assignment hereof.

Nor shall any party disclose or otherwise reveal, to any third party, any **confidential information** provided by the others, particularly, that concerning lenders, borrowers, sellers, buyers, agent's names, addresses, telex, telephone, e-mail, fax numbers, or other means of access thereto, bank accounts, code or references, and/or any such information, advised to the other as being confidential or privileged without the specific written consent of the other party.

Nor shall any party while actively engaged in a business relationship with each party directly or indirectly approach any affiliate or business partner of the affiliates or for the purpose of providing service or securing services substantially similar to the services provided by each party.

Definition of Confidential Information. For purposes of this Agreement, The Receiving Party desires to consult and/or participate in the purchase of loan-related property and/or real estate assets. The Disclosing Party has developed contacts and relationships with individuals and financial institutions and this is Confidential Information. Further, from time-to-time, the Disclosing Party is privy to opportunities that arise as a result of said contacts and relationships and the details thereof are also Confidential Information. Both parties acknowledge that all Confidential Information provided as described herein is confidential and/or proprietary in a nature and that damages to the other party may result if such Confidential Information is not treated confidentially. Therefore the Receiving Party agrees to maintain the confidentiality and non-circumvention terms of this Agreement as a condition to providing the other party with Confidential Information.

In consideration of being granted the opportunity to receive, review and inspect Confidential Information, the Disclosing Party and Receiving Party mutually agree as follows:

1. **Contact Restrictions:** The Receiving Party shall not initiate and shall not authorize any other person or entity to communicate regarding the Confidential Information or the transactions contemplated herein with any person or entity identified in the Confidential Information, including but not limited to, to the borrowers, obligors, guarantors, or their accountants or attorneys or any appraiser, tenant, managing or leasing agent, connected with, related to, or whose name is obtained from, the Confidential Information without the prior written consent of the Disclosing Party. This includes all information on all types of properties that have or will be shared by e-mails, faxes and telephones.
2. **Term:** This agreement shall be valid for a period of 5 years unless mutually agreed by both parties to cancel this agreement by written notice through certified mail and the end of the period.

This applies to all transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction, and any further transactions, regardless of the success of the project.

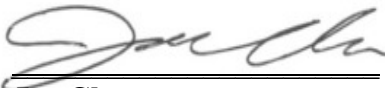
3. ***Non-Circumvention:*** The Receiving Party hereby agrees not to circumvent the Disclosing Party to this Agreement and the intermediary process and that they will not make contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to any source, contact, lender, trust, broker, client, strategic partner and/or other entity that the Disclosing Party introduces to or discusses with the Receiving Party, unless authorized in writing and then only for that one transaction. Any violation of this Agreement is enforceable by a penalty of \$5,000.00 plus actual damages per incident.
4. ***Relationships and Previous Relationships:*** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.
Additionally, if the Receiving Party has already established a previous relationship with the transaction or the contact introduced in the specific transaction, the Receiving Party will immediately notify the Disclosing Party by email or fax outlining the prior relationship and, in that specific case, the Receiving Party will be exempt from this non-circumvention clause. The Disclosing Party reserves its abilities and rights to dispute this notification or the existence of prior relationship.
5. ***Contacts After Agreement Term:*** The Receiving Party agrees not to make contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to source, contact, lender, trust, broker, client, strategic partner and/or other entity that the Disclosing Party introduces to or discusses with the Receiving Party for a period of 12 months after the termination of this Agreement. The Receiving Party agrees that in the event there is a violation of this restrictive covenant, the Disclosing Party is entitled to injunctive relief.
6. ***Third Party Disclosure:*** The Receiving Party agrees not to disclose any potentially confidential information to any other party unless such party has signed Confidentiality Agreement as in this or similar format. The Receiving Party further agrees to take all responsibility to protect the secrecy of and avoid disclosure of use of any Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons.
7. ***Severability:*** If a court or arbitrator finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties. This Agreement will be governed and construed with the laws of the state of California, county of Los Angeles.
8. ***Authority to Execute:*** It is agreed by the signatures below that the signers confirm that they have full authority to execute this Agreement and obligate any company, firm, corporation, partnership, organization, individual, and/or entity referenced herein.
9. ***Disputes:*** ARBITRATION AND ATTORNEYS FEES. Both parties to this Agreement agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration to be held in California in accordance with the Rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy.

The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each participating party to this Agreement will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and such participating party shall separately pay its own counsel fees and expenses.

A copy of This Agreement shall have the same force and effect as an original. The undersigned guarantee the aforesaid **Mutual Non-Circumvention/ Non-Disclosure/ Non-Solicitation Agreement** and agree to be bound by stated terms herein.

Executed on this _____ day of _____ 2008.

Disclosing Party:

Signed by: 
Printed Name: Joe Chen
Title: CEO, JNK Ventures LLC
Email: joe.chen@jnkventures.com
Phone: 310-257-8964
Cell Phone: 310-562-0310
Fax: 310-499-5202

Disclosing Party:

Signed by: _____
Printed Name: _____
Title: _____
Email: _____
Phone: _____
Cell Phone: _____
Fax: _____

Receiving Party:

Signed by: _____
Printed Name: _____
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