

RESERVATION AGREEMENT
(Sale)

This Reservation Agreement ("Agreement") is made and entered into this ____ day of _____, 2008, by and between **ORLANDO MERCHANDISE MART, LLC**, a Florida limited liability company, with an address at 14344 State Road 535, Orlando, FL 32821 (hereinafter, "Developer"), and _____ (hereinafter, "Purchaser"). Developer acknowledges receiving this date from Purchaser a reservation deposit (the "Reservation Deposit") in the amount of Five Thousand Dollars (\$5,000.00) which shall be payable to, and held by, Chicago Title Insurance Company, as escrow agent. The Reservation Deposit expresses Purchaser's interest in purchasing Unit/Lot No. _____ (the "Unit") as shown on the proposed site plan of the development being planned by Developer and to be located on proposed Poinciana Drive just off State Road 535 in Orange County, Florida, to be known as Orlando Merchandise Mart (as same may be renamed, the "Development") at a proposed purchase price of \$_____. Developer reserves the right to adjust the foregoing purchase price to reflect current construction and other costs at the time the contract is submitted to the Purchaser for the sale and purchase of the Unit (the "Contract"). No assurance can be given as to the price that will ultimately be reflected in the Contract when it is submitted to Purchaser. The purchase price and all other terms and transactional expenses will be determined by Developer, in its sole discretion, and included in the formal Contract submitted to Purchaser.

Subject to the requirements set forth below, Purchaser will have ten (10) days after Developer delivers, or otherwise makes available to Purchaser, Developer's formal Contract within which to execute and return the Contract to Developer together with the amount, if any, that the initial deposit required by the Contract exceeds the Reservation Deposit. If Purchaser does not sign and return the Contract (with the balance of the initial Contract deposit, if any) and fulfill any other requirements requested by Developer within this ten (10) day period, this Agreement will be cancelled automatically and the Reservation Deposit will be refunded to Purchaser. Purchaser may cancel this Agreement by notifying Developer and the Escrow Agent in a signed writing at any time before Purchaser signs the Contract, whereupon the Reservation Deposit will be promptly refunded to Purchaser without qualification. At any time before both Purchaser and Developer sign and deliver the Contract, Developer may cancel this Agreement for any reason whatsoever, by giving written notice thereof to Purchaser and Escrow Agent, in which event the Reservation Deposit shall be returned to Purchaser, and thereafter Purchaser shall have no claim of any kind against Developer.

Purchaser acknowledges that in the event it desires to enter into and execute a formal Contract with Developer that the purchaser designated in such Contract must be a duly-organized corporation, partnership, trust or other form of business entity (as opposed to an individual) and such entity must be legally authorized to conduct business in the State of Florida. Evidence satisfactory to Developer of the designated purchaser's legal existence and authorization to conduct business in Florida must be provided to Developer at or before the time of Contract execution. Developer will not enter into a Contract with a prospective purchaser that does not meet these requirements.

The Reservation Deposit must be payable to, and will be held in escrow by, Chicago Title Insurance Company, with offices at 495 State Road 436, Casselberry, FL 32707, Attn: Carolyn Hall (407-875-3000) ("Escrow Agent"), in accordance with an escrow letter agreement between Developer and Escrow Agent dated February 5, 2008, which letter agreement is incorporated herein by this reference (the "Escrow Agreement"). Purchaser shall receive a receipt for the Reservation Deposit from the Escrow Agent. Control of the Reservation Deposit shall be governed hereby and by the Escrow Agreement.

Developer may name another escrow agent to hold the Reservation Deposit (in which case the Reservation Deposit will be transferred to that other agent upon Developer's written direction); provided, however, Developer shall notify Purchaser in writing of any change in the Escrow Agent. If Purchaser timely executes and returns the Contract to Developer and Developer then executes it and returns a fully signed copy of same to Purchaser, the Reservation Deposit will be turned over to the escrow agent named in the Contract (if other than the Escrow Agent) and credited against the initial deposit required under the Contract. The Escrow Agent named above will not release the Reservation Deposit except (i) as provided in this paragraph; (ii) as stated in the Escrow Agreement, or (iii) to Purchaser, if Developer or Purchaser cancels this Agreement.

The Reservation Deposit (together with Reservation Deposits of other proposed purchasers in the Development) will be placed, within seven (7) business days after receipt thereof by Escrow Agent, in an interest-bearing account at a banking institution, the deposits of which are insured by an agency of the United States government. Interest on the Reservation Deposit shall accrue solely to the benefit of Developer and shall be paid to Developer upon any disbursement of the Reservation Deposit or upon the transfer of the Reservation Deposit to the initial deposit required under the Contract. Interest on deposits required under the Contract will be governed by the Contract.

Purchaser recognizes that this Agreement is a reservation solely with respect to a proposed commercial development; and, accordingly, this Agreement is not an agreement to sell the Unit, nor does it confer any lien upon or interest in the Unit or on the proposed Development property. Developer may take any action and record any

document pertaining to the Unit and the Development property as Developer may desire, all in Developer's sole discretion, including, without limitation, making changes to the proposed Development and proposed site plan, changing any amenities to the Development and the proposed improvements being contemplated for construction, and the uses that may be permitted within the Development.

Purchaser represents and warrants to Developer that Purchaser has not consulted or dealt with any real estate broker, salesperson, agent or finder (collectively, "Co-Broker") other than Developer's sales personnel and _____ (if this space is left blank, it shall mean that Developer has not agreed to pay any Co-Broker and that Purchaser represents that there is no Co-Broker who can claim by, through or under Purchaser in connection with this Agreement or the Contract that may subsequently be entered into between the parties), nor has the reservation been procured by any real estate broker, salesperson, agent or finder other than Seller's sales personnel (and the Co-Broker, if any, named herein). Purchaser will indemnify, defend and hold Developer harmless from and against any person or company claiming otherwise. Purchaser's indemnity and agreement to defend and hold Developer harmless includes, without limitation, Purchaser's obligation to pay or reimburse Developer for all commissions, damages and other sums for which Developer may be held liable and all attorneys' fees and court costs actually incurred by Developer (including those for appeals), regardless of whether litigation is actually commenced or whether Developer ultimately prevails or loses. Purchaser understands and agrees that at the time of execution of the Contract, no real estate broker, salesperson, agent or finder other than the Co-Broker identified herein, shall be deemed a procuring cause of the Contract and that Purchaser shall be obligated in the Contract to indemnify Developer against the claims of any other real estate brokers, salespersons, agents or finders.

Upon any termination of this Agreement as provided herein and the return of the Reservation Deposit to Purchaser by Escrow Agent, or the application of the Reservation Deposit to the initial deposit under the Contract as set forth above, Developer and Purchaser shall have no further rights or obligations hereunder.

NO OBLIGATION TO PURCHASE; RIGHT TO REFUND. THIS IS A RESERVATION AGREEMENT AND NOT A CONTRACT TO BUY AND SELL REAL PROPERTY. PURCHASER HAS NO OBLIGATIONS HEREUNDER UNTIL AND UNLESS PURCHASER ENTERS INTO A WRITTEN CONTRACT TO PURCHASE THE ABOVE-DESCRIBED UNIT, AND MAY AT ANY TIME PRIOR TO ENTERING INTO SUCH CONTRACT, TERMINATE AND CANCEL THIS RESERVATION AGREEMENT AND REQUIRE A REFUND OF THE RESERVATION DEPOSIT. THIS RESERVATION AGREEMENT DOES NOT CONVEY OR CREATE ANY LEGAL OR EQUITABLE INTEREST IN REAL PROPERTY. PRIOR TO DEVELOPER AND PURCHASER ENTERING INTO A CONTRACT FOR THE UNIT, DEVELOPER IS UNDER NO OBLIGATION TO GO FORWARD WITH EITHER THE DEVELOPMENT OR THE SALE OF THE UNIT AND MAY, AT ANY TIME PRIOR TO EXECUTION OF THE CONTRACT, TERMINATE AND CANCEL THIS RESERVATION AGREEMENT FOR ANY REASON WHATSOEVER IN DEVELOPER'S SOLE AND ABSOLUTE DISCRETION, BY DIRECTING THE ESCROW AGENT TO RETURN THE RESERVATION DEPOSIT TO PURCHASER.

Purchaser expressly acknowledges that any current or prior agreements, representations, understandings or oral statements, including but not limited to, renderings or representations contained in printed materials, advertising or sales materials or oral statements of representatives of Developer, if not expressly set forth in this Agreement, are void and have no effect. Purchaser acknowledges that Purchaser has not relied on any oral or any other written representations other than as expressly set forth in this Agreement.

This Agreement may be executed in counterparts, in which case all such counterparts together shall constitute one and the same instrument which is binding on all of the parties thereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon, and on any notices that may be given hereunder. Purchaser shall not have the right to assign or otherwise transfer all or any part of Purchaser's rights under this Agreement without the express prior written consent of Developer, which consent may be granted or withheld at the sole discretion of Developer. This Agreement shall be binding upon and inure to the benefit of Developer, Purchaser, and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable, unless made in writing and signed by Developer and Purchaser. Time is of the essence of this Agreement. Purchaser specifically waives any right of specific performance hereunder against Developer and further agrees that Purchaser shall not be entitled to recover any damages, consequential or otherwise, as a result of any alleged breach hereunder by Developer. A prevailing party enforcing rights hereunder is entitled to recovery of their costs and fees, including reasonable attorneys' fees. Neither this Agreement nor any memorandum or notation concerning this Agreement shall be recorded, and in the event that Purchaser records this Agreement or any memorandum or notation thereof or any notice of lis pendens related thereto, then this Agreement shall thereupon and without further notice immediately terminate and expire, and be of no further force or effect.

Purchaser's name, address and telephone number are more particularly set forth below and the information provided below is true and correct.

EXECUTED as of the day and year first above written.

"PURCHASER"

"DEVELOPER"

ORLANDO MERCHANDISE MART, LLC,
a Florida limited liability company

PROPOSED PURCHASER

By: _____

Name: _____

PROPOSED PURCHASER

Title: _____

Company Name: _____

Contact Person: _____ Title: _____

Web Site: _____ E-Mail: _____

Local Address: _____

City: _____ State: _____

Country: _____ Zip Code: _____

Local Phone: _____ Fax: _____

Bank Reference: _____

Account No. _____ Branch: _____

Industry Category: _____

Manufacturer: _____ Distributor: _____ Wholesaler: _____

Type of Products: _____

Years in Business: _____ Annual Sales Volume: US\$ _____

Is your Company currently exporting: _____ Annual Export Sales: _____

Where are you exporting? _____

Association Memberships or Affiliations: _____