

BROKER/AGENT REGISTRATION AGREEMENT
(ELECTRONIC VERSION)

In consideration of the mutual promises and obligations hereinafter set forth, ORLANDO MERCHANDISE MART, LLC, a Florida limited liability company ("Developer"), located at 14344 State Road 535, Orlando FL 32821, and the Broker/Agent identified below or as identified in the Broker Registration Form submitted electronically through Developer's website ("Broker/Agent"), intending to be legally bound, hereby agree as follows:

1. This Broker/Agent Registration Agreement (the "Agreement") relates solely to the real property to be developed by Developer and more particularly described as follows (the "Project"):

Orlando Merchandise Mart (as the same may be renamed), a proposed commercial development being planned by Developer and to be located on proposed Poinciana Boulevard just off State Road 535 in Orange County, Florida.

2. Broker/Agent shall register each prospective purchaser and tenant with Developer by the delivery by Broker/Agent to Developer of a registration (the "Registration"). Delivery of a Registration shall be made by Broker/Agent to Developer either by an e-mail directed to Carlos Marulanda, Sales Director at carlosm@orlandomm.com or by means of such other forms as provided by Developer. The Registration by Broker/Agent of a prospective purchaser/tenant shall contain, at a minimum, the following information with respect to the prospect: (i) company name, (ii) contact person, (iii) telephone/fax numbers, (iv) customer industry and category of product line, (v) type of unit being negotiated, and (vi) lease or purchase. Developer may accept or reject a Registration in its sole discretion. Prior to the first registration of a prospective purchaser or tenant, Broker/Agent must first register as a Broker/Agent for the Project by completing the appropriate information online at www.orlandomm.com.

3. Subject to the terms and conditions of this Agreement, Developer shall pay Broker/Agent a commission in such amount and on such terms as are specified in writing by Developer and delivered to Broker/Agent after Broker/Agent has registered with the Project as required in the last sentence of paragraph 2 above (the "Commission Schedule"). The submission of a Registration by Broker/Agent with respect to a prospective purchaser/tenant or any other introduction by Broker/Agent of a prospective purchaser/tenant shall constitute Broker/Agent's acknowledgement and acceptance of the Commission Schedule. In order for Broker/Agent to be entitled to a commission: (i) a prospective purchaser/tenant introduced to the Project by Broker/Agent must purchase/lease a Unit/Lot at the Project pursuant to a binding contract for purchase and sale ("Sales Contract") or a binding lease agreement ("Lease"), as applicable, which is procured by Broker/Agent; (ii) the Sales Contract or Lease must be executed by the Developer and such prospective purchaser/tenant within three hundred sixty five (365) days following the date the Registration of such prospective purchaser/tenant is accepted by Developer; and (iii) the prospective purchaser/tenant must certify at the time the Sales Contract/Lease is entered into that Broker/Agent is the sole entity or person who introduced the prospective purchaser/tenant to the Project. As long as Broker/Agent is actively participating in the sales process, Broker/Agent may re-register a referral of a prospective purchaser/tenant upon the expiration of the current Registration.

4. All sale commissions specified in the Commission Schedule shall be based upon the Gross Sales Price (as hereinafter defined) actually paid by the purchaser for the particular Unit/Lot in the Project. For the purposes of this Agreement, the term "Gross Sales Price" shall mean the final sales price for the Unit/Lot as set forth in the Sales Contract, including any options, upgrades or extras included in such sale and paid for by the purchaser at the time of closing, but excluding (i) any post-closing options,

upgrades or extras delivered by Developer or paid for by Prospect, and (ii) all fees and costs paid by the purchaser in connection with the closing (including, without limitation, closing and financing costs, development fees, working capital contributions, late funding charges, reimbursements and similar charges). All Lease commissions specified in the Commission Schedule shall be based upon the aggregate base rent (excluding sales tax, association fees, tax escrows, operating expenses, CAM charges, utilities and other charges due under the Lease) to be paid by tenant during the initial term of the Lease (excluding any renewals or extensions).

5. In determining who is entitled to a commission as a result of a prospective purchaser/tenant purchasing/leasing a Unit/Lot at the Project, Developer may rely upon the certification of the prospective purchaser/tenant as to the entity or person who was the procuring broker or agent in the transaction. Provided Developer pays the agreed-upon commission to the broker/agent so certified by a prospective purchaser/tenant, Developer shall not be liable to any other broker/agent (including Broker/Agent) for payment of any additional commission or compensation as a result of the prospective purchaser/tenant purchasing/leasing a Unit/Lot at the Project.

6. Earned commissions shall be paid only to the Broker/Agent's brokerage company or broker of record and not to an agent of the Broker/Agent. Broker agrees that: (i) if for any reason whatsoever, including the fault or arbitrary action of Developer or the prospective purchaser/tenant, a written Sales Contract or Lease shall not actually be executed by both Developer and the prospective purchaser/tenant for the Unit/Lot or (ii) if such Sales Contract/Lease shall be executed between Developer and the prospective purchaser/tenant but, for any reason whatsoever (including, but not limited to, willful acts, omissions or negligence of Developer or its agents, employees or representatives and/or the prospective purchaser's failure or refusal to close or to accept the title offered and/or to be conveyed by Developer, or the unmarketability or uninsurability of Developer's title, and/or the failure of any conditions or contingencies in the Sales Contract or Lease, as may be applicable, to be satisfied by Developer or the prospective tenant), the closing of sale and purchase of the Unit/Lot shall not be finally consummated in accordance with the terms of the Sales Contract or the Lease shall not become effective or the prospective tenant shall not take possession of the Unit/Lot and commence the payment of rent, then Developer is relieved, and Broker/Agent does hereby relieve Developer, from any and all liability, claims or charges whatsoever, and no commission (or any other fee or compensation) shall, in any of such events, be earned, due or payable to Broker/Agent by Developer with respect to such Unit/Lot or the prospective purchaser/tenant. In no event shall Developer be obligated to pay to Broker/Agent any fee, compensation or commission in excess of, in addition to or in lieu of the commission set forth in the Commission Schedule, or to reimburse Broker/Agent for any amounts incurred by Broker/Agent in connection with Developer's reservation or potential sale/lease of any Unit/Lot within the Project to a prospective purchaser/tenant.

7. Representatives of Developer shall conduct all tours and sales presentations for the prospective purchasers/tenants who visit the Project or the Developer's sales center.

8. Broker/Agent represents and warrants to Developer, that if required to be licensed, then he/she/it is duly licensed and in good standing in all jurisdictions that he/she/it is required to be licensed. If Broker/Agent is required to be licensed in any jurisdiction, Broker/Agent shall forfeit and waive any right to a commission if the Broker/Agent is not properly licensed in such jurisdiction.

9. Broker/Agent shall be liable for its negligence and/or willful misconduct, and the negligence and/or willful misconduct of its employees and agents, in connection with this Agreement and any sale/lease transaction related hereto, and Broker/Agent will comply with (and cause its employees and agents to comply with) all laws, statutes, ordinances, codes, rules, regulations, orders, decrees or directives in any way applicable to Broker/Agent's activities (and/or the activities of its employees and

agents) hereunder or pursuant hereto, and shall maintain (and cause its employees and agents to maintain) all necessary brokerage and sales licenses in good standing.

10. Broker/Agent shall indemnify, defend (by counsel acceptable to Developer) and hold Developer and Developer's parent company, and their related, affiliated and subsidiary companies, and the officers, directors, members, shareholders, partners, agents, employees, representatives, successors and assigns of each (collectively, "Developer's Representatives"), harmless from, against and in respect of all obligations, settlements, liabilities, losses, damages, injunctions, suits, actions, proceedings, fines, penalties, claims, liens, demands, costs, charges and expenses of every kind or nature (including, without limitation, reasonable fees and disbursements of attorneys and other professionals) which may be imposed on, incurred by or asserted against Developer or any of Developer's Representatives, arising or relating, directly or indirectly, from or out of: (i) a default by Broker/Agent under this Agreement; (ii) the wrongful, fraudulent, or negligent acts, errors, or omissions on the part of the Broker/Agent, its agents, or employees arising out of or connected with the sale or lease of any Unit/Lot in the Project and/or purchase or lease transaction contemplated hereunder, whether ultimately consummated or not; and (iii) claims by third parties for entitlement to a commission or other compensation as a result of their alleged to have been the procuring party in a transaction in which Broker/Agent is paid a commission by Developer.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

12. Developer reserves the right to modify or cancel the terms of this Agreement and the Commission Schedule at any time; provided, however, Broker/Agent shall be protected with respect to any prospective purchasers/tenants that have been duly registered by Broker/Agent prior to any cancellation of, or modifications or changes to, this Agreement or the Commission Schedule.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, supplement or modification is sought.

14. The failure of any party at any time or times to require performance of any provision of this Agreement will in no manner affect the right to enforce the same. The waiver by any party of any breach of any provision of this Agreement will not be construed to be a waiver by any such party of any succeeding breach of that provision or a waiver by such party of any breach of any other provision. All rights or remedies of Broker/Agent and/or Developer specified herein and any and all other rights or remedies which Broker/Agent and/or Developer may have at law, in equity or otherwise, upon the breach by the other party hereto of any term or condition hereof, shall be distinct, separate and cumulative rights or remedies, and no one of them, whether or not exercised by Broker/Agent or Developer, shall be deemed to be an exclusion of any other right or remedy, as the case may be, unless expressly provided herein.

15. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Should it become necessary for any party to institute legal action to enforce or interpret the terms and conditions of this Agreement, the successful party will be awarded reasonable attorneys' fees at all trial and appellate levels, expenses and costs. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of Orange County, Florida or in the United States District Court for the Middle District of Florida. The parties hereto hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection that either of them may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in Orange County, Florida, and hereby further irrevocably waive any claim that any suit, action or proceeding brought in Orange County, Florida has been brought in an inconvenient forum.

17. This Agreement involves the rendition of personal services by Broker/Agent and, therefore, neither this Agreement nor any interest herein may be assigned or transferred by Broker/Agent without the prior written consent of Developer, which Developer may grant or withhold in its sole discretion. Any change in the controlling ownership of Broker/Agent shall be deemed an assignment or transfer by Broker/Agent hereunder. Developer may assign this Agreement without permission of Broker/Agent, provided that Developer gives Broker/Agent written notice of such assignment, and further provided that such assignee assumes all obligations of Developer hereunder, and upon such assumption, Developer shall be fully released from any and all obligations and liabilities hereunder.

18. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective executors, administrators, personal and legal representatives, permitted successors and permitted assigns.

19. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of this Agreement and any signatures thereon shall be considered for all purposes as originals. This Agreement may be created by means of an electronic record and executed or acknowledged by means of electronic signatures.

20. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the parties. Neither Developer nor Broker/Agent shall have the power to bind or obligate the other party.

21. Broker/Agent may, during the course of any services provided under this Agreement, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Project or Developer, or its parent or their affiliated, subsidiary, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by Broker/Agent shall not be used, published or divulged by Broker/Agent to any other person, firm or corporation, or in any advertising or promotion regarding Broker/Agent or its services or in any other manner or connection whatsoever without first having obtained the written permission of Developer, which permission Developer may withhold in its sole discretion, except as required by law.

22. Nothing in this Agreement is intended to grant or create an exclusive relationship of any kind between Developer and Broker/Agent with respect to the Project, and Broker/Agent acknowledges that Developer will be entering into similar registration agreements with other brokers and agents and accepting registrations from other brokers and agents.

23. Any notice to be given hereunder by either party to the other, shall be in writing and may be effected by personal delivery, overnight delivery service such as Federal Express, or by certified mail, return receipt requested, with postage prepaid. Notice shall be sent to the following addresses:

TO DEVELOPER: Orlando Merchandise Mart, LLC
14344 State Road 535
Orlando, FL 32821
Attn: Carlos Marulanda, Director of Sales

WITH COPY TO: Legal Department
P. O. Box 22195
Orlando, FL 32830

TO BROKER/AGENT: At the address given by Broker/Agent
at the time Broker/Agent registered with
Developer for the Project as required in
paragraph 2 above

Except as otherwise herein provided, any notice personally delivered or delivered by overnight delivery service shall be effective on the date of delivery or refusal thereof and any notice mailed as provided herein shall be deemed given and become effective on the third (3rd) business day following the date so mailed. Any party may designate any other address in substitution of the foregoing address by giving ten (10) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties are deemed to have executed and accepted this Agreement by means of electronic communication and signature.