

COOPERATING BROKER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between **BELLA COLLINA REAL ESTATE COMPANY, LLC, a Florida limited liability company** (“**Listing Broker**”) and _____, a _____ (the “**Co-Broker**”).

WITNESSETH:

WHEREAS, DCS Real Estate Investments, LLC, a Florida limited liability company (the “**Developer**”) is the owner of certain single family residential lots (the “**Developer Lots**”), which are located within the planned residential community located in Lake County, Florida and currently known as Bella Collina (the “**Development**”) subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bella Collina and Supplemental Declaration including all Exhibits thereto (as the same has been and may be further amended or modified from time to time by Developer, the “**Master Declaration**”), in which the Developer intends to establish, monitor and manage a “**Featured Builder Program**” for selected builders (singularly a “**Builder**” and collectively the “**Builders**”) to market and sell Developer Lots to Builders and third-party buyers (each a “**Buyer**”) for the construction of residential dwellings thereon (said residential dwellings, including, without limitation, any options, extras, change orders, additions, lot premiums or upgrades thereto are hereinafter collectively referred to singularly as a “**Home**” and collectively the “**Homes**”) and for the construction of Homes on single family residential lots owned by third parties (“**Third Party Owner**”) in Bella Collina that were previously purchased from Developer’s predecessor or in a secondary sale (singularly a “**Third Party Lot**” and collectively the “**Third Party Lots**”, which together with the Developer’s Lots are hereinafter collectively referred to singularly as a “**Lot**” and collectively the “**Lots**”); and

WHEREAS, Listing Broker, a Developer wholly-owned real estate sales and marketing company, and duly licensed Florida real estate broker, has been granted the exclusive right and authority to act as Developer’s real estate broker to sell the Developer Lots and Homes within the Development and to establish a sales and marketing program for the Development, including the ability to market and sell Lots and Homes within the Development; and

WHEREAS, Listing Broker is willing to provide such sales and marketing activities, including the coordination of the sales activities of the Co-Broker, on the terms and conditions set forth herein; and

WHEREAS the Co-Broker holds a valid and current Florida real estate brokerage license and wishes to participate with the Broker in the sale of Lots and Homes in the Development, pursuant to the terms and conditions contained herein.

WHEREAS Listing Broker recognize the importance of certain services to be provided by the Co-Broker and is committed to fully cooperate with all properly licensed real estate brokers in the marketing and sale of Lots and Homes listed for sale or lease in the Development from time to time.

WHEREAS, in order to establish the terms and conditions upon which Listing Broker will pay a commission to Co-Broker, Listing Broker has adopted the following policies and procedures which shall apply to all cooperating brokers providing sales services in the Development:

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NOW, THEREFORE, for the in consideration of the promises and mutual covenants and agreements herein set forth, the Listing Broker and Co-Broker hereby agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2. The parties hereby agree that any Homes which are built in the Development will be one of the following types:

(i) **“Custom Home”** is a Home to be constructed by Builder upon a Lot: (A) pursuant to a contract between Builder and a Buyer of a Lot which was purchased by Buyer from the Developer (specifically excluding a Home built by a Third Party Owner of a Third Party Lot) (a **“Custom Home Construction Contract”**); or (B) pursuant to a contract between Builder and Buyer for the construction a Home on a Lot owned by Builder (a **“Lot/Home Package Contract”**).

(ii) **“Model Home”** is a Home constructed by Builder on a Lot owned by Builder which is completed, furnished and used by Builder to market and sell its custom Home construction services for ultimate sale to a Buyer.

(iii) **“Spec Home”** is a Home constructed by Builder on a Lot owned by Builder which is not utilized by Builder as a Model Home for ultimate sale to a Buyer.

3. REGISTRATION. Co-Broker must register each prospective Buyer of any Lot or Home listed for sale at the Listing Broker's sales office on a prospect registration form provided by the Listing Broker. To be effective, the prospect registration must be fully completed and contain the information required by the Listing Broker including the name, address and telephone number of the Co-Broker and the name, address and telephone number of the prospective Buyer. The prospect registration form shall be executed and signed by the prospective Buyer and the Co-Broker, or his/hers authorized representative, in person at the Listing Broker's sales office. Verbal or telephone registrations will not be valid. The Co-Broker may request confirmation of such registration during the protection period, as set forth in Paragraph 4 below, at any time by delivering a request to the Listing Broker on the Co-Broker's company letterhead.

4. REGISTRATION PROTECTION. A registration will be valid for a period of three (3) months following the date of registration. No commission shall be paid to the Co-Broker unless the perspective Buyer is currently registered by the Co-Broker with the Listing Broker. If prior to the expiration of the registration period, the Co-Broker determines in his or her professional judgment that a prospective Buyer continues to be interested in a Lot or Home listed by the Listing Broker, then the Co-Broker may re-register the prospective Buyer by completing and executing a new prospect registration form at the Listing Broker's sales office not earlier than fifteen (15) days prior to the termination of the applicable three (3) month registration period. If a prospective Buyer purchases or leases a Lot or Home after the expiration of a registration period and said Buyer was not (re)registered, then no commission shall be paid to the Co-Broker. In the event a prospective Buyer is subsequently registered by a different Co-Broker during a subsequent registration period following the expiration of a previous registration period, only the most recent registration will be honored. The Listing Broker will have no obligation to notify the (original) Co-Broker of a subsequent registration by a subsequent Co-Broker. It is the sole responsibility of the Co-Broker to be fully aware and keep itself apprised of the prospective Buyer's actions, needs and desires with respect to any contemplated offer or purchase.

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5. COMMISSION – DEVELOPER LOTS/CUSTOM HOMES.

A. Listing Broker shall pay the Co-Broker a real estate commission in the amount of three percent (3.0%) of the **Lot Sales Price** (as defined in this Agreement) for a Developer Lot or three percent (3.0%) of the final Custom Home **Total Sales Price** (as defined in this Agreement), the “Co-Broker Fee”, provided that said Co-Broker is the procuring source of the initial contact between the Developer and Buyer and the prospect Buyer has been properly and is currently registered as aforesaid. The Co-Broker Fee shall be calculated on the basis as follows:

(a) Custom Home Construction Contract. For a Custom Home constructed under a Custom Home Construction Contract between a Builder and Buyer of a Lot, Listing Broker agrees to pay Co-Broker the commission incrementally within three (3) business days of Developer’s receipt from the Builder of the Developer’s “**Royalty Fee**” payments due and payable to Developer pursuant to the Developer’s Homebuilding Royalty Agreement between Developer and each respective Builder, and Developer’s corresponding payment to Listing Broker, but only if such payments occur; otherwise no commission shall be due Co-Broker if no “Royalty Fee” is paid Developer in connection with the Custom Home Construction Contract. This commission shall be paid to the Co-Broker at Contract signing following Builder’s Royalty Fee payment to Developer and Developer’s corresponding payment to Listing Broker.

(b) Lot/Home Package Contract. For a Custom Home constructed under a Lot/Home Package Contract, Listing Broker agrees to pay Co-Broker the commission incrementally within three (3) business days of Developer’s receipt from Builder of the Developer’s Royalty Fee payments due and payable to the Developer pursuant to the Developer’s Homebuilding Royalty Agreement between Developer and each respective Builder, and Developer’s corresponding payment to Listing Broker, but only if such payments occur; otherwise no commission shall be due Co-Broker if no “Royalty Fee” is paid Developer in connection with the Lot/Home Package Contract. This commission shall be paid to the Co-Broker at Contract signing following Builder’s Royalty Fee payment to Developer and Developer’s corresponding payment to Listing Broker.

(c) Model/Spec Home. For a Model Home or Spec Home, Listing Broker agrees to pay Co-Broker the commission simultaneously with the closing of and transfer of title to the Model Home or Spec Home and the funding of sales proceeds, following payment by the Builder to the Developer of the Royalty Fee payments due and payable to Developer pursuant to the Developer’s Homebuilding Royalty Agreement between Developer and each respective Builder, and Developer’s payment to Listing Broker, but only if such closing occurs; otherwise no commission shall be due Co-Broker regarding any sale of a Model Home or Spec Home that is not finally closed.

(d) Third Party Lot Sales. CO-BROKER SHALL NOT BE ENTITLED TO ANY COMMISSION FOR THE SALE OF ANY THIRD PARTY LOTS OWNED BY THIRD PARTY OWNERS (INCLUDING ANY THIRD PARTY RESIDENTIAL HOMES CONSTRUCTED THEREON). However, if Listing Broker has a separate listing agreement with Third Party Owner, and Listing Broker approves Co-Broker assisting Third Party Owners with the sale of their Third Party Lots, and if Co-Broker was the procuring source for Buyer purchasing said Third Party Lot (including third party residential home) due to Co-Broker’s direct contact with the Third Party Owner or through the Developer’s or Listing Broker’s contact with the Third Party Owner, Co-Broker shall be entitled to a commission based on Listing Broker’s separate agreement with Third Party Owner.

(e) Third Party Lot Construction. CO-BROKER SHALL NOT BE ENTITLED TO ANY COMMISSION WHATSOEVER FOR ANY HOME CONSTRUCTED BY A BUILDER THAT IS

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CONSTRUCTED ON A THIRD-PARTY LOT. However, if Listing Broker has a separate listing agreement with Third Party Owner, and Listing Broker approves Co-Broker assisting Third Party Owners with the sale of their Third Party Lots, and if Co-Broker was the procuring source for Buyer purchasing said Third Party Lot (including third party residential home) due to Co-Broker's direct contact with the Third Party Owner or through the Developer's or Listing Broker's contact with the Third Party Owner, Co-Broker shall be entitled to the same commission provided in Paragraph 5.A.(a) of this Agreement. Said commission shall be paid in the same manner as the commission payable to Co-Broker for a Custom Home Construction Contract provided in Paragraph 5.A.(a) of this Agreement.

(f) Total Sales Price. The term "Total Sales Price" as used in this Agreement, is defined as the total purchase price paid by Buyer to Builder in accordance with either a Custom Home Construction Contract (excluding the Lot Sales Price) or a Lot/Home Package Contract (including the Lot Sales Price) or the purchase and sale agreement for a Model Home or Spec Home, as same may be amended pursuant to any and all change orders, amendments, modifications, addenda or otherwise payable by Buyer to Builder for the Home whether shown on any closing statement, reconciliation, or other instrument or paid outside of the closing by separate agreement, including but not limited to, all hard and soft construction costs, options, lot premium, built-ins, swimming pool and spa packages, hardscapes, landscaping, appliances and any and all other reimbursements and expenses for structural improvements, builder's overhead and profit and any extras included or to be constructed within the Home by Builder, its agents and subcontractors, excluding any furniture or furnishings (i.e. wall coverings, window treatments and lighting fixtures) purchased by Buyer from Builder. The Total Sales Price shall be reduced by the cost for furniture and furnishings as determined by Builder purchased separately by the Buyer and shall not be included for the foregoing purposes as part of the Total Sales Price. In every case, Builder shall provide to Developer and Co-Broker a copy of the invoice(s) substantiating said costs for the furnishings.

(g) Lot Sales Price is defined as the net purchase price paid by Buyer to Developer for the purchase of a Developer Lot, which is calculated by taking the total purchase price of a Developer Lot less any and all applicable incentives, discounts and/or cost concessions provided by Developer to Buyer, including but not limited to monies paid directly from Developer to Builder on Buyer's behalf towards a Custom Home Construction Contract or a Lot/Home Package Contract. This commission shall be due and payable simultaneously with and only upon the closing of the sale of the Developer Lot effecting, the transfer of title to Buyer of the Developer Lot and the funding of sales proceeds to Developer for such Developer Lot; but only if such closing occurs, otherwise no commission shall be due Co-Broker regarding any sale that is not finally closed. **Co-Broker shall not be entitled to any commission whatsoever for any Developer Lots sold directly by Developer to any Builder participating in the Featured Builder Program.**

(h) Failure to Close. If the closing of the sale of any Lot or Home does not occur for any reason whatsoever for the construction of the Home is not commenced or completed in accordance with the requirements of the Master Declaration, whether caused by the Buyer or Builder, the Co-Broker shall **not** be entitled to any commission. In the event that all or any part of any deposit or other sums are forfeited by a prospective Buyer of a Lot or Home pursuant to the terms of the sales agreement, Co-Broker shall be entitled to share in the one-half sum paid by such Buyer and retained by the Listing Broker, not to exceed the full amount of the commission otherwise due and payable had the sale actually closed. Notwithstanding the foregoing terms of this paragraph, if Developer determines, in its sole discretion, to permit the return of a deposit or any part thereof to a Buyer, then Co-Broker shall have no right to the deposit or the part thereof returned to Buyer, and upon any such event, Co-Broker shall then release any such deposit or part thereof out of escrow to the Buyer immediately upon demand of the Developer.

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B. Co-Broker shall take such action as shall be necessary to ensure that the operation of its business shall comply with all federal, state and local laws, regulations and ordinances applicable to the Co-Broker's business and/or the operation thereof by Co-Broker. Co-Broker shall not knowingly cause liens, encumbrances or judgments to be placed upon, filed or incurred against the Development.

C. Notwithstanding anything to the contrary herein above set forth in these Policies and Procedures, the aforesaid real estate brokerage commission shall be due and payable by Listing Broker to a Co-Broker only as, if and when the sale and purchase or lease transaction is actually closed and consumed, and the sales price is fully paid by the prospective Buyer at the time of closing. Accordingly, no real estate brokerage commission shall be deemed to be earned or be due and payable by Listing Broker to Co-Broker if the sale and purchase transaction is not actually closed and consummated for any reason whatsoever, including, without limitation, a default by a prospective Buyer, a default by the Third Party Owner or a mutual termination of the contract for sale and purchase by both prospective Buyer and Third Party Owner. Further, no portion of the real estate brokerage commission shall be deemed to be earned or to be due and payable to the Co-Broker unless and until the full amount of the real estate brokerage commission is paid by the Third Party Owner to Listing Broker or all payments by the Builder to the Developer have been paid pursuant to the Developer's Homebuilding Royalty Agreement between the Developer and the respective Builder upon the closing and consummation of the purchase and sale transaction and the Developer has made all required payments to Listing Broker.

6. ACTS OF CO-BROKER. In addition to registering a prospective Buyer with the Listing Broker, a Co-Broker must provide substantive services or activities in order to earn and obtain a Co-Broker Fee, including but not limited to the following, all of which shall be determined by the Developer:

A. Accompany the prospective Buyer while viewing the Lot(s) and/or Homes listed by the Listing Broker.

B. Prepare, negotiate and/or review the terms and provisions or written offer to purchase and contract for sale and purchase. Only written offers or contract for sale and purchase executed by the prospective Buyer shall be presented to the seller; no verbal offers will be accepted or presented. All written offers or contracts for sale and purchase for any Lot by the Developer shall be on a form provided by the Developer or its counsel. All written offers or contracts for sale and purchase on any Home or any Lot not owned by the Developer ("Resale Property") listed for sale by the Listing Broker shall be on the most current form of Contact for Sale and Purchase approved by the Florida Association of Realtors and the Florida Bar Association ("FARBAR" Contract) and shall have attached all standard Bella Collina addenda required by Listing Broker. Additional addenda may be attached to offers or contracts for sale and purchase for Third Party Lots, at the request of either the Listing Broker or Co-Broker, provided the terms of any such addendum do not materially modify or alter the terms of the standard Bella Collina addenda, unless the terms of any such modification or alteration make specific reference to the standard provision of the standard Bella Collina addenda and delineate the changes made thereto.

C. Coordinate and assist in scheduling inspections, surveys, loan applications, association applications and all other matters related to the closing of the transaction.

7. REFERRAL FEE. An outside broker may provide the Listing Broker with information regarding a prospective Buyer and direct such prospective Buyer to contact the Listing Broker to view Lots or Homes at Bella Collina. In such Instance, the outside broker will not have provided the substantive services or activities

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as provided in Paragraph 6 above or otherwise be considered the procuring cause of the sale of the Lot or Home to such prospective Buyer to be considered a Co-Broker but may, in the Listing Broker's sole discretion, be paid a referral fee computed as a percentage of the real estate commission paid on such sale (the "Referral Fee") to the Listing Broker. The Referral Fee shall be determined at the sole discretion of the Listing Broker based upon the customary referral fee which is then paid in similar transaction in Central Florida. The Listing Broker may determine to pay the Referral Fee in its sole discretion, after considering the facts and circumstances surrounding such sale. Accordingly, no Referral Fee shall be due and payable by the Listing Broker to any outside broker unless and until Listing Broker determines that a Referral Fee shall be paid. Any outside broker may send a written request to the Listing Broker, prior to closing, requesting a determination whether a Referral Fee shall be paid and the Listing Broker will confirm to such outside broker in writing within seven (7) days of receipt of such request, whether such Referral Fee will be paid. The Listing Broker's determination shall be final and binding on the outside broker and the outside broker shall not be entitled to appeal or otherwise contest such determination.

8. AGENCY DISCLOSURE. The Co-Broker shall provide the Listing Broker copies of all written agency disclosures, as required by Florida Law, provided to the prospective Buyer at the time of registration.

9. DEPOSITS. All earnest money deposits shall be held by the Listing Broker, in its trust account, unless otherwise directed in writing by the Third-Party Owner and the prospective Buyer of a Lot or a Home.

10. LICENSURE. Co-Broker may not register a prospective Buyer unless the Co-Broker holds an **active, current and valid license** issued by the State of Florida Department of Professional Regulation Division of Real Estate.

11. PROPERTY VIEWING. All prospective Buyers and Co-Broker must be accompanied by a salesperson employed by the Listing Broker while viewing or touring any Lot or Homes in the Development.

12. MODIFICATION. These Policies and Procedures contain all the terms, conditions and provisions relating to the payment of a real estate brokerage commission to a Co-Broker and may only be modified by the Listing Broker in writing. No verbal representations of any agent, employee or officer of the Listing Broker shall be deemed to be a modification of those Policies and Procedures.

13. ARBITRATION; INDEMNIFICATION.

A. In the event there is a dispute concerning a commission to be paid to the Co-Broker or as to the identity of the Co-Broker, both the Co-Broker and Listing Broker hereby acknowledge and agree that the Listing Broker shall hold the commission owed to the Co-Broker in escrow until the parties involved resolve the dispute pursuant to a written agreement or the dispute is arbitrated and a final decision is rendered according to the arbitration procedures established by the Mid-Florida Regional Multiple Listing Service Rules and Regulations. In the event of such a dispute, the Co-Broker hereby agrees to reimburse Listing Broker for all costs and expenses (including attorney's fees and costs) associated with such dispute.

B. The Co-Broker hereby represents and warrants to Listing Broker that its prospective Buyer has not been represented by or consulted, dealt or negotiated in any manner with any real estate broker, salesman or agent concerning the purchase or lease of a Lot or Home listed for sale or lease by the Listing Broker other than the Co-Broker. The Co-Broker hereby agrees to indemnify, defend and save and hold the Developer and Listing Broker harmless from and against the payment of any commissions or fees to, or claims for commissions or fees by, any other real estate broker, salesperson, agent or finder, including, without limitation, any prior or different Co-Broker that has previously registered a prospective Buyer with Listing Broker,

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resulting from or arising out of any actions taken or agreements concerning the purchase or lease of a Lot or Home listed for sale or lease by the Listing Broker.

14. Indemnification. Co-Broker hereby agrees to indemnify and hold harmless, at Co-Broker's sole cost and expense, Developer and Listing Broker and its respective members, managers, officers, employees and agents harmless from any and all liability that may arise or occur as a result of Co-Broker's negligence, willful misconduct or breach of this Agreement. Further, Co-Broker agrees to indemnify Developer and Listing Broker and its respective members, managers, officers, employees and agents from any costs, expenses or attorney fees that may occur by reason of Co-Broker's failure or inability to hold them harmless from liability in accordance with this Agreement, including any and all damages, losses, claims, demands, liabilities, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs at all trial and appellate levels, related to or arising out of, or directly or indirectly resulting from any claim or demand, lawsuit or litigation by any party (whether or not meritorious) threatened, pending or filed against Developer or Listing Broker as a result of Co-Broker's or Co-Broker's employees negligent action or willful act or inaction or conduct under this Agreement as a Co-Broker for the sale of the Homes in the Development, including any costs, expenses or attorney fees that it may incur by reason of Co-Broker's failure or inability to hold Developer and Listing Agent harmless from liability in accordance with this Agreement. This Indemnity shall include counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission or any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by Co-Broker.

15. Review and Execution of Purchase Agreements. Co-Broker shall be authorized only to obtain offers from prospective Buyers of the Developer Lots and Homes and shall not have any authority to accept such offers or enter into binding agreements for sale of the Developer Lots or Homes. Co-Broker shall be responsible for reviewing each purchase agreement and each sale shall be affected using only the purchase agreement form and other documents which are provided by the Developer. If a purchase agreement for a Developer Lot or Home that is reviewed by Co-Broker is in a form and contains only those terms that have previously been approved and if Co-Broker believes in good faith that the sales transaction proposed by such purchase agreement should be entered into by Developer, then Co-Broker shall promptly submit to Developer and/or Builder for Developer's/Builder's execution such purchase agreement. If a purchase agreement deviates from the form purchase agreement as previously approved or contains options, upgrades, or extras not previously approved or deviates in regard to the purchase prices for the Developer Lots or Homes or the prices for the options, upgrades or extras as those previously approved, then Co-Broker shall within two (2) business days following receipt of such purchase agreement transmit the original of such purchase agreement with a cover memo identifying such deviation to Developer and Builder.

15.1. Execution of Purchase Agreement by Developer. Co-Broker shall not execute and shall have no authority to execute a purchase agreement, change order, amendment or modification of a purchase agreement on behalf of Developer or any Builder. Each of the foregoing may only be executed by Developer or a Builder by and through its designees.

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15.2. Sales Representations. Co-Broker and all sales persons shall be authorized only to make representations concerning the Development or sale of the Developer Lots and Homes that have previously been approved by Developer.

15.3 All records and documents concerning the business and affairs of Developer (herein "Company Records"), and the right to use Company Records, are and will always be the confidential and exclusive property of Developer. Company Records include, but are not limited to Developer's books and records; the names, addresses, telephone numbers of Developer's suppliers and vendors; trademarks; ledgers, financial records, fees, computer software or hardware for use in computer or word processing equipment; documents, drawings, plans, concepts, intellectual property, brochures, specifications, designs, projects or computer programs of any kind or nature whatsoever prepared or generated by Developer. Company Records include the originals and all copies thereof. Co-Broker's use of Company Records will stop immediately upon the first of the following events to occur: (1) resignation, (2) release, or (3) discharge.

Co-Broker acknowledges that, in and as a result of Co-Broker's association hereunder, Co-Broker will be making use of, acquiring and/or a Co-Broker being privy to confidential information of special and unique nature and value relating to Developer's business. As a material inducement for Listing Broker to enter into this Agreement, and to pay to Co-Broker the compensation referred to herein, Co-Broker covenants and agrees that Co-Broker shall not at any time during or following the term of Co-Broker's association hereunder, directly or indirectly, divulge or disclose for any purpose whatsoever, any confidential information which has been obtained by or disclosed to Co-Broker as a result of Co-Broker's association with Listing Broker or the Developer. In accordance with the foregoing, Co-Broker further agrees that Co-Broker will at no time retain or remove from the premises of Developer, Company Records of any kind or description whatsoever, either in original or copied form. In the event of a breach or threatened breach by Co-Broker of any of the provisions of this section, Listing Broker and Developer, in addition to and not in limitation of any other rights, remedies or damages available to Listing Broker and Developer at law or in equity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by Co-Broker, in addition to any damages which are suffered by Listing Broker and Developer, together with reasonable attorney's fees and other costs in connection with any such litigation.

16. Miscellaneous.

16.1. Governing Law and Venue. This Agreement shall be construed under and interpreted according to the laws of the State of Florida and the venue with respect to any litigation arising hereunder shall be Lake County, Florida.

16.2. Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether expressed or implied, or oral or written.

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16.3. Notice. Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be in writing, addressed as follows or as otherwise instructed pursuant to notice given under the terms of this paragraph, and shall be deemed given or delivered 9a) when personally delivered, or (b) three (3) days after mailing by deposit with the United States Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (c) one (1) day after acceptance for delivery by FedEx or any other nationally recognized overnight delivery service.

If to Listing Broker to:

Bella Collina Real Estate Company, LLC
505 South Flagler Drive, Suite 900
West Palm Beach, FL 33401
Attn.: Paul Simonson

With a copy of:

Cohen Norris Wolmer et al
712 US Highway One, Ste. 400
North Palm Beach, FL 33408
Attn.: Brent G. Wolmer, Esquire

If to Co-Operating Broker to:

With a copy of:

Notices prepared and delivered pursuant to this paragraph may be prepared and delivered by the attorneys for the respective parties.

16.4. No Joint Venture. It is hereby acknowledged by Listing Broker and Co-Broker that the relationship between them created hereby is not intended to be and shall not in any way be construed to be that of a partnership, joint venture or principal and agent. Neither party shall have any right or authority to bind, or create any obligations of, the other party to any third parties. Any approval or authorization granted by Developer pursuant to this Agreement is solely for Listing Broker's benefit and no person or entity may rely upon Listing Broker's approval for any other purpose. This Agreement is intended to create an independent contractor relationship between Listing Broker and Co-Broker, and shall be interpreted to effectuate such intent.

A. Means and Methods of Service. Except as expressly set forth in this Agreement, Co-Broker shall be solely responsible for determining the means and methods for performing the services.

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B. Control Over Co-Broker. Listing Broker shall have no control or supervision over Co-Broker's employees, contractors, officers, directors, representatives or personnel. Co-Broker shall not represent that Co-Broker nor any of its personnel is an employee, partner or affiliate of Listing Broker and shall at all times represent Co-Broker as an independent contractor of Listing Broker. Co-Broker shall not under any circumstances be deemed to be an employee or affiliate of Listing Broker for any purposes, including federal tax purposes. This Agreement shall not be interpreted as a joint venture or partnership between Listing Broker and Co-Broker.

C. Co-Broker expressly agrees that it shall: (i) pay all taxes required under the Federal Self Employment Contributions Act; and (ii) will file any declaration of any estimated income tax required of Co-Broker under the Internal Revenue Code, as amended and will pay all amounts of estimated tax for which it is liable. Listing Broker and Co-Broker expressly agree that Co-Broker will not be treated as agent or employee for federal tax purposes with respect to services performed by Co-Broker and no deductions shall be made from Co-Broker's compensation for social security, withholding taxes or such other taxes as may from time to time be required by any governmental authority. Co-Broker has not, is not and shall not be obligated to make, and is the sole responsibility of the Co-Broker to make, all periodic filings and payments required to be made in connection with any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Co-Broker by Listing Broker. Listing Broker has not, will not and shall not be obligated to provide workers' compensation insurance for Co-Broker or any of its personnel. Listing Broker has not will not and shall not be obligated to provide any minimum compensation, vacation pay, sick leave or any other fringe benefits to Co-Broker's personnel.

D. Indemnification of Co-Broker for Taxes. In addition to the indemnification Co-Broker provides Developer and Listing Broker, pursuant to above, Co-Broker agrees to indemnify and hold Developer and Listing Broker harmless from and against any costs, fees, expenses, liabilities or penalties associated with any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Co-Broker by Listing Broker.

E. No Authority to Bind the Other Party. Neither party shall have the authority to bind the other by any promise, agreement or representation, oral or written, unless specifically authorized in writing bearing an authorized signature of a party's officer, director or authorized representative.

16.5. Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver thereof, and no waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any provision of this Agreement shall only be applicable to the specific provision and instance to which it is related and shall be deemed to be a continuing or future waiver as to such provision or as to any other provision.

16.6. Gender and Number. All terms and words used in this Agreement, regardless of the number and gender used, shall be deemed to include any other gender or number as the context or use thereof may require or permit.

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16.7. Assignment: Co-Broker shall not be permitted to assign its interest in this Agreement without the prior written consent of Listing Broker, which may be withheld in Listing Broker's sole and absolute discretion.

16.8. Binding Effect. Subject to the provisions contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.9. Co-Broker agrees to follow and abide by any and all in-house rules, regulations or guidelines now in effect or hereinafter promulgated by Listing Broker.

16.10. Co-Broker represents and warrants to Listing Broker that Co-Broker is free to accept this association with Listing Broker as contemplated herein and Co-Broker has no other prior obligations or commitments of any kind to anyone which would in any way interfere with Co-Broker's acceptance, or the full performance of Co-Broker's obligations hereunder, or the exercise of Co-Broker's best efforts in this association, nor is Co-Broker a party to any agreement restraining Co-Broker's right to accept employment in the type of business conducted by Listing Broker.

16.11. Litigation. EVERY CLAIM WHICH MIGHT BE THE SUBJECT OF A CIVIL ACTION AGAINST EITHER PARTY TO THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS BY PANEL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL OF THE PREVAILING PARTY'S ATTORNEYS FEES AND ALL OTHER COSTS INCURRED IN CONNECTION WITH SUCH DISPUTE OR LITIGATION. LISTING BROKER AND CO-BROKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR CONNECTION WITH THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

SIGNATURE PAGE FOLLOWS

Initials of Cooperating Broker
Initials of Listing Broker

Witnesses:

LISTING BROKER:
BELLA COLLINA REAL ESTATE COMPANY, LLC, a
Florida limited liability company

By: _____
Print Name: _____
Title: _____

Date: _____

CO-BROKER:

By: _____
Print Name: _____
Title: _____

Date: _____

Initials of Cooperating Broker
Initials of Listing Broker