

CYPRESS CREEK TRANSIT ORIENTED DEVELOPMENT OPPORTUNITY
CYPRESS CREEK, BROWARD COUNTY, FLORIDA

Broker Confidentiality/Commission Agreement

Via Facsimile
(305) 358-7378

Mr. John F. Bell
DTZ Rockwood
1441 Brickell Avenue, Suite 1410
Miami, Florida 33131

RE: Cypress Creek Transit Oriented Development Opportunity (the "Property")
Cypress Creek, Broward County, Florida

Ladies and Gentlemen:

We have advised you that DTZ Rockwood is acting as exclusive agent on behalf of the Tenant ("Tenant") in connection with a possible transaction involving the Property.

You have informed us that you, _____ ("Broker"), are authorized to act on behalf of _____ ("Principal") and represent that Principal is interested in a possible investment in the Property and has the experience and financial capabilities to undertake a transaction of this magnitude. Therefore, you have requested that DTZ Rockwood furnish Principal and Broker information concerning the Property. This information may include, without limitation, the offering memorandum prepared by DTZ Rockwood, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions or Property visitations which are conducted with or by Principal and Broker concerning the Property (all of the aforementioned information collectively referred to as "Evaluation Material"). In this connection, we are prepared to consider the furnishing of the Evaluation Material to Principal and Broker only on the condition that Principal and Broker agree to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to DTZ Rockwood furnishing this Evaluation Material to Principal and Broker, you hereby agree as follows:

1. All Evaluation Material furnished to Principal and Broker by DTZ Rockwood or Tenant will not be used or duplicated by Principal or Broker in any way detrimental to DTZ Rockwood or Tenant, or for any purpose other than evaluating a possible investment in the Property by Principal. Therefore, Principal and Broker agree to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Principal or Broker) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Principal as well as Broker, and to outside counsel and Principals' accounting firm (all of whom are collectively referred to as "Related Parties") who, in Principal's judgment, need to know such information for the purpose of evaluating a possible investment in the Property. These Related Parties shall be informed by Principal of the confidential nature of such information and shall be directed by Principal to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a possible investment by Principal. Principal shall keep a record as to the exact location of all Evaluation Materials and all copies thereof. Principal and Broker will promptly, upon the request of DTZ Rockwood or Tenant, deliver to DTZ Rockwood all Evaluation Material furnished to them by DTZ Rockwood or Tenant, whether furnished before or after the date of this letter, without retaining copies thereof.
2. Principal and Broker agree not to make any of the Evaluation Material available or disclose any of the contents of the Evaluation Material, or the fact that discussions or negotiations are taking place concerning a possible investment proposal in the Property by Principal, or any of the terms, covenants, conditions, or other facts with respect to any such investment proposal, including the status

thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified to DTZ Rockwood and Tenant; (ii) DTZ Rockwood and Tenant have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a confidentiality agreement with DTZ Rockwood and Tenant, the provisions of which agreement shall be substantially the same as the provisions of this Agreement. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, and individual. Principal and Broker will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of Principal.

3. Although we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the purpose of your investigation, Principal understands and acknowledges that neither DTZ Rockwood nor Tenant makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by DTZ Rockwood. DTZ Rockwood and Tenant make no representations or warranties, expressed or implied, that actual results will conform to such projections. Tenant and DTZ Rockwood expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Evaluation Material, or omissions from this Evaluation Material, or in any other written or oral communications transmitted or made available to Principal and Broker. Principal and Broker agree that neither DTZ Rockwood nor Tenant nor any affiliate of DTZ Rockwood or Tenant shall have any liability to Principal and Broker or any of its representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.
4. Tenant and DTZ Rockwood expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Principal, Broker or any other person or entity, and/or to terminate discussions with Principal, Broker or any other person or entity at any time with or without notice. Tenant shall have no legal commitment or obligation to Principal, Broker, or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Property unless and until such investment in the Property is approved on whatever terms deemed desirable by Tenant by the necessary officers and/or Financial Committee of the Board of Directors of Tenant, a written agreement for the investment in the Property has been fully executed, delivered and approved by Tenant and its legal counsel, any conditions to Tenant's obligations hereunder have been satisfied or waived, and any conditions to Principal's obligations thereunder have been fully satisfied in the opinion of Tenant.
5. Principal has been advised that DTZ Rockwood is acting on behalf of Tenant as exclusive broker in connection with the investment in the Property. Principal agrees to indemnify, defend, protect and hold harmless DTZ Rockwood, Tenant, their respective affiliates, successors and assigns, employees, officers, directors, agents and representatives against and from any loss, liability or expense, claim or damage, including reasonable attorneys' fees, arising out of any claim or claims by any broker, finder or similar agent (other than Broker) for commissions, fees or other compensation for bringing about any investment in the Property to Principal if such claim or claims are based in whole or in part on dealings with Principal or any of its representatives.
6. No failure or delay by DTZ Rockwood or Tenant in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

7. Broker is a duly licensed real estate broker in the state of Florida, represents that it is the exclusive broker for Principal in the subject transaction. **Neither DTZ Rockwood nor the Tenant is responsible for any compensation to be paid to our broker or agent.**

If you are in agreement with the foregoing, both Principal and Broker should execute and return one of the two enclosed copies of this letter to DTZ Rockwood. We will consider forwarding the Evaluation Material to you as soon as we (i) receive the fully executed Confidentiality Agreement, (ii) satisfy ourselves in our sole judgment that the Principal has the experience and financial capability to consummate the contemplated investment transaction (including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosure), and (iii) agree to recognize Broker, in our sole discretion, as Principal's sole representative for these purposes only, said Principal being not ordinarily accessible in the ordinary conduct of business by DTZ Rockwood.

ACCEPTED AND AGREED TO:

PRINCIPAL (Company): _____

By (please print): _____

Signature: _____

Title: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Date: _____

BROKER (Company): _____

By (please print): _____

Signature: _____

Title: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Date: _____