

ORION SUBSCRIBER AGREEMENT

This ORION SUBSCRIBER AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2013 ("Effective Date"), by and between **ORION Commercial Services, LLC**, a Florida limited liability company ("Company"), with offices located at 1529 S. Dale Mabry Highway, Suite 100, Tampa, FL 3362 and _____ a _____ Corporation ("Brokerage Company") doing business in the state of _____ as _____ with offices located at: _____.

WITNESSETH:

WHEREAS, Brokerage Company wishes to receive the benefit of additional commercial real estate brokerage training, technology and consulting services made available by Company, which services are described in Attachment 1 which is attached hereto and incorporated hereby by this reference.

NOW THEREFORE, in consideration of the foregoing facts and other valuable consideration, the receipt and adequacy of which is hereby acknowledge, the parties hereto do hereby agree as follows:

1. SERVICES TO BE PROVIDED. Company shall make available to Brokerage Company the training, technology and consulting services as described below and as further described in Attachment "1" ("Services"). Brokerage Company acknowledges that Company may subcontract with another provider for the delivery of the Services. Brokerage Company shall pay to Company an annual subscription fee of Two Thousand Five Hundred U.S. Dollars (\$2,500.00) made payable to **ORION Commercial Services, LLC** upon execution and delivery of this Participation Agreement. Said fee shall be fixed for the initial three (3) year term of the agreement and is subject to change from time to time thereafter. So long as Brokerage Company is current in the payment of the annual subscription fee, the Company shall make available the Services to Brokerage Company without additional charge, however, Brokerage Company shall be responsible for any travel, lodging, food, entertainment and miscellaneous costs incurred by Brokerage Company in connection with such training, technology and consulting services as well as any fees for additional products or services desired by Brokerage Company which are not enumerated in Attachment 1 and which may be agreed upon by the parties hereto.

(a) **Training Services.** Company will make available substantive training sessions. These training sessions may be offered on-line or at a live seminar. These training sessions may include sessions on how to generate leads, get listings, market properties, contact buyers, use referral sources and networks, sell more properties, sell at higher prices, and/or generate more commercial real estate sales commission revenues.

2. TERM. This agreement shall be for a period of three (3) years from the date of the agreement and shall renew automatically on an annual basis thereafter. Provided, however that in the event that the Brokerage Company desires not to renew, it shall provide the Company with ninety (90) days prior written notice of same. In the event the Brokerage Company does not renew the agreement at any time, the provisions of Paragraph 5 section (b) shall apply.

3. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES BE LIABLE TO BROKERAGE COMPANY FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE HOWSOEVER CAUSED OR ARISING (INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

4. **COMPANY'S INTELLECTUAL PROPERTY RIGHTS.** Brokerage Company shall recognize and respect the rights of Company in its' trademarks and trade names, and Brokerage Company shall not use any other trademarks or trade names in conjunction with the Brokerage Company without prior written consent of Company. Brokerage Company shall supply to Company samples of any labels or advertising material used by Brokerage Company and bearing any trademarks or trade names of Company. Brokerage Company shall only be permitted to use Company's logo and/or name in strict compliance with Company's consent and approval. Brokerage Company shall also recognize and respect the rights of Company in the ORION or other technology provided by Company, as well as any related intellectual property including, but not limited to systems, processes, forms, templates and training materials and Brokerage Company shall not use such technology or intellectual property without the consent of Company.

5. **TERMINATION.**

- (a) Company shall have the right to terminate this Agreement upon ten (10) days prior written notice in the event Brokerage Company fails to pay the annual subscription fee referred to in paragraph 1 of this agreement within 15 days of its' due date.
- (b) Upon termination of this Agreement pursuant to subparagraph (a) above, Brokerage Company shall immediately cease using the technology provided by Company and any related intellectual property, and shall immediately return to Company all such technology, property, documents and other information provided by Company. Company shall immediately terminate Brokerage Company's access to ORION.

6. **ASSIGNABILITY.** This Agreement shall not be assigned by Brokerage Company without the prior written consent of the Company.

7. **NOTICES.** Any notice required or authorized be given pursuant to this Agreement, except for routine and typical shipment documentation, shall be served by overnight delivery courier or by certified letter, return receipt requested, addressed to Company or Brokerage Company (as the case may be) at the applicable address stated in this Agreement. Notices required by this Agreement shall be addressed to any other addresses which may be specified by either party by written notice to the other.

8. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Agreement, including any exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes and terminates all prior agreements between the parties relating to the same subject matter. Unless otherwise stated in this Agreement, any change, addition, deletion or waiver of the terms and conditions of this Agreement shall be binding upon the parties only if approved in writing by authorized representatives of the parties. The failure of either party to require the performance of any term or condition of this Agreement, or the waiver of either party of any breach of this Agreement, shall not prevent a later enforcement of such term or condition or be deemed a waiver of any later breach. If any provision or paragraph of this Agreement shall be deemed legally invalid, the other provisions and paragraphs shall remain in full force and effect.

9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to the conflict-of-laws provisions thereof. Any action, suit or proceeding in respect of or arising from or out of this Agreement shall be prosecuted as to any party hereto or thereto in Pasco County, Florida. Each party hereto consents to the exercise of jurisdiction over its person by any court situated in Pasco County, Florida and having jurisdiction over the subject matter of any action, suit or proceeding arising from or out of or in respect of this Agreement. Adequate notice of any such action, suit or proceeding in any such court shall conclusively be deemed to have been given to any party hereto against who the same is instituted

if given to such party in accordance with the provisions of this Agreement or of the Florida Rules of Civil Procedure or otherwise in accordance with due process of law.

10. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

BROKERAGE COMPANY:

ORION Commercial Services, LLC

By: _____
Michael W. Fields, President

By: _____

Its: _____

Attachment 1

Subscription Agreement

ORION Intranet Technology including:

- National, Web Based, Referral Database
- Exclusive Listing syndication to various industry listing services
- Complete Business Forms Inventory
 - Complete Listing System (PowerPoint & MS Word Presentations)
 - Sales & Leasing
 - Seller Representation
 - Buyer Representation
 - Landlord Representation
 - Tenant Representation
 - Build To Suit
 - Sample Listing/Representation & Commission Agreements
 - Confidentiality/Non-Disclosure/Non-Circumvention Agreements
 - Associate Business Planning & Review
 - Annual Associate Business Planning
 - Weekly Goals Setting
 - Quarterly Associate Performance Review
 - Market Segmentation Worksheet
 - Sample Disclosure Agreements
 - Property Management Forms
 - General Commercial
 - Residential/Apartment/Condo
 - Retail
 - Office Administration Forms
- Network PROPERTY SEARCH Module
- Network COMMERCIAL ASSOCIATE Search Module
- Network Wide Announcements & Local Office Events Listings
- Helpful Links – Common (and not so common) Commercial Real Estate Related Web Site Links
- Investment Analysis Forms
- Sample Property Profile Templates
 - Office
 - Industrial
 - Retail
 - Multi-Family
 - Vacant Land
 - Investment
- Sample RFP's, Proposals and Letters of Intent
- Sales Professional Recruiting & Interviewing System
- Listing Process w/ Integrated Presentations, Proposals & Reports
- Targeted Marketing Program
- Marketing Budget Rationale
- In-House Training Program
 - Four Weeks Toward Success™ New Associate Start-Up Program
 - CREST™ (Commercial ReaEstate SuccEss TrainIng – 26 Modules)
 - Sales Tips
- Live, Web Based Admin. Training and Orientation for ORION
- PowerPoint Associate Orientation and Training for ORION