

JOINT VENTURE MARKETING PARTICIPATION AGREEMENT

MARKETING NETWORK PRINCIPAL REGISTRATION

There shall be and are no fees or costs borne by either party in this Joint Venture Marketing Participation Agreement. Please read the terms and conditions of this Agreement carefully before executing. You are encouraged to seek legal and or tax advice if you do not fully understand this Agreement.

THIS JOINT VENTURE MARKETING PARTICIPATION AGREEMENT AND MARKETING NETWORK PRINCIPAL REGISTRATION {"JVMA"} is made this ____ day of _____, 20____, by and between _____, a _____ and any or all of its employees, officers, directors, agents and affiliates (hereinafter "____") (aka "**Disclosing Party**") and _____, an individual, any or all of his employees, agents and affiliates (hereinafter "____") (aka "**Disclosing Party**"), and United States Commercial Real Estate Online, LLC, a Nevada limited liability company and any or all of its employees, managers, members, officers, directors, agents and affiliates (hereinafter "**USC**") (aka "**Receiving Party**"). This JVMA may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one Agreement. An on line properly documented and verified electronic signed copy, or e-mail, or facsimile signed copy of this Agreement will have the same effect as the original signed Agreement and the signatures will be considered as being originally signed.

By its/his signature below, _____ acknowledges that it/he is a fully registered member of www.USCREonline.com ("**USC**") as a Commercial Real Estate Private Mortgage Lender and or Broker. By its/his signature below, _____ acknowledges that it/he desires and elects to enter into this Joint Venture Marketing Participation Agreement wherein _____ shall deliver to USC, for use by www.USCREonline.com, its database of [**Marketing Network Principals**] that it/he presently electronically markets to in requisite form and format as defined at USC. _____ acknowledges and authorizes that, through www.USCREonline.com, USC shall deliver informational e mails of its on-going inventory of available Commercial Real Estate Assets ("**CRE**") along with USC site activity (as solely determined by USC) to each and all individuals that are part of the [**Marketing Network of Principals**] delivered by _____ under the provisions of this Agreement. The parties herein acknowledge and agree that the intent of the implementation of the marketing strategies defined herein is to provide viable asset acquisition opportunities to the [**Marketing Network of Principals**] of the Disclosing Party so as to create "**transactional pipeline opportunities**" for the Disclosing Party. _____ agrees, and shall fully endorse USC to its [**Marketing Network of Principals**] in form and format defined by USC.

Disclosing Party acknowledges, agrees, and accepts that Receiving Party presents commercial real estate asset inventory data compiled from information received from the asset's listing broker and or its vested holder and or from public domains and or from on-site inspections that Receiving Party or its contractors may have secured and or completed. Disclosing Party acknowledges, agrees, and accepts that Receiving Party does not have any form of representation relationship with any of ownership interests of the assets displayed on www.USCREonline.com. Disclosing Party acknowledges and agrees that it shall deliver its database of [**Marketing Network of Principals**] to USC in an electronic format solely determined, and as specifically defined at its website.

Exclusivity of [Marketing Network of Principals]: Receiving Party shall exclusively assign unique coded ownership (aka "registration") of each and all of Disclosing Party's transmitted Network of Principals so long as any of said individual Principals have not been prior exclusively registered with **USC** by another Joint Venture Marketing Participant. **USC** shall disclose all prior exclusively registered Principals within 24 business hours from date and time **USC** receives the data transmittal from Disclosing Party. A final accounting of Disclosing Party's exclusively assigned, unique coded Joint Venture Marketing Network of Principals will be delivered to Disclosing Party by Receiving Party within 48 business hours from date and time **USC** receives the data transmittal from Disclosing Party. Disclosing Party shall have full access to review the full accounting of its/his exclusive registered principals, and each of their respective activities at USC, through their "**My USC Page**" at www.USCREonline.com.

Compensation Provisions: **There shall be and are no fees or costs borne by either party in this Joint Venture Marketing Participant.** Disclosing Party acknowledges, agrees, and accepts that Receiving Party is being compensated by the listing broker of a particular asset for Receiving Party directly procuring a buyer (who successfully completes acquisition of the subject asset defined) for such respective listed asset as principal or indirectly as procurer of principal.

Disclosing Party further acknowledges, agrees and accepts that Receiving Party will not be directly compensated by any of Disclosing Party's respective exclusively registered referred Network Principals in any such contemplated transaction. Receiving Party acknowledges, agrees, and accepts that any such referred Network Principal from Disclosing Party is anticipated to utilize the services of Disclosing Party in order to complete the purchase money capitalization of any such anticipated commercial real estate acquisition by such Network Principal. Therefore, Receiving Party acknowledges, agrees and accepts that Disclosing Party will be directly compensated by its/his Joint Venture Marketing Referred Network Principal in any such commercial real estate acquisition transaction with **USC** as defined and contemplated herein.

Each party herein, therefore, understands and agrees that it is being sufficiently compensated in any contemplated acquisition transaction involving any of Disclosing Party's Referred Network Principals. Inasmuch, **there will be no direct compensation of any kind due and owing from the Receiving Party to the Disclosing Party or from Disclosing Party to Receiving Party associated with this Joint Venture Marketing Agreement.**

Referral Fee Compensation Exception: should a referred exclusive registered principal from Disclosing Party engage in an acquisition transaction with **USC** and not utilize the purchase money capitalization services of Disclosing Party, and Disclosing Party acknowledges in writing that it/he is not receiving compensation in any manner from the referred Principal, then Receiving Party agrees and shall compensate Disclosing Party the sum of **Ten Percent (10%)** of the transactional compensation received by Receiving Party at closing. To qualify for such compensation exception, Disclosing Party (1) may not have participated in the active escrow, (2) may not appear as a reconciliation party in the escrow accounting documentation, and (3) must issue a written acknowledgement to Receiving Party that it/he has not and will not be compensated by the closing acquisition principal in any manner. Payment to Disclosing Party shall be electronic transfer of funds and shall be reported to the Internal Revenue Service as 1099 Income for the fiscal operating year when such compensation was paid.

GENERAL PROVISIONS:

1. **Indemnification.** Receiving Party and any or all of its employees, officers, directors, agents and affiliates agree to indemnify and hold harmless **USC** from and against any and all losses, claims, damages, abilities and expenses whatsoever, joint or several, to which **USC** may become subject under any applicable federal, state or local law, or otherwise, caused by, relating to or arising out of Receiving Party's acts or omissions. Receiving Party will reimburse **USC** for all expenses (including reasonable attorney's fees and related expenses) as they are incurred by **USC** in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not resulting in liability.

2. **Term;** This Agreement will commence as of the Effective Date and will terminate one (1) year from the Effective Date, unless terminated earlier. The term will automatically renew for additional one-year periods unless either party gives the other written notice. Either party may terminate this Agreement by giving the other party written notice at any time. Notwithstanding the foregoing, Sections 2 through 6 will survive the termination of this Agreement.

3. **Miscellaneous.**

3.1 **Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

3.2 **Independent Contractor.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. Neither party shall be deemed to be the business partner or joint venture partner of the other, and, except as specifically provided herein, neither party shall have or shall hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the other.

3.3 **Amendment; Assignment.** The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement is personal to Receiving Party and Receiving Party may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of **USC**, which consent may be withheld for any reason or no reason.

3.4 **Binding Effect.** This Agreement is binding on the parties and their respective successors and permitted assigns.

3.5 **Third Parties.** No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Member or broker), and no such party will have any right or cause of action hereunder.

3.6 **Waivers.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.7 **Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

3.8 **Enforcement Costs.** If either party institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

3.9 **Governing Law.** This Agreement must be governed by and construed in accordance with the laws of the State of Nevada, without regard to applicable conflict of law rules.

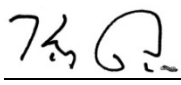
3.10 **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

3.11 **Entire Agreement.** The parties acknowledge that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, writings, or understandings, whether oral or written.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

United States Commercial Real Estate Online, LLC

By: _____
Print Name: _____
Corp Title: _____

By:  _____
Print Name: Kenneth Perkins
Corp Title: Manager