

Colliers Arnold
311 Park Place Blvd., Suite 600
Clearwater, FL 33759
Phone: (727) 442.7184 Fax: (727) 449.2428

**COLLIERS
ARNOLD**

Broker/Purchaser Agreement

Pat Marzulli, CCIM, SIOR
pmarzulli@colliersarnold.com

Confidentiality and Registration Agreement

King Pharmaceutical:

2517 25th Ave. N., St. Petersburg, FL

2534 26th Ave. N., St. Petersburg, FL

2540 26th Ave. N., St. Petersburg, FL

2558 26th Ave. N., St. Petersburg, FL

2578 26th Ave. N., St. Petersburg, FL

2828 21st Ave. N., St. Petersburg, FL

We appreciate your interest in the potential purchase of that property commonly referred to as **King Pharmaceutical** (Property). As a result of your interest in the Property, please acknowledge your understanding and agreement with this Confidentiality and Registration Agreement by signing where appropriate. Colliers Arnold has been retained on an exclusive basis by (Owner) and is acting as Owner's/Seller's agent. All fees due to Colliers Arnold in connection with the Property shall be paid by the Owner.

Colliers Arnold has available for review certain information concerning the Property, which includes information available to the public as well as specially prepared information (Property Information). Colliers Arnold will not make the Property Information available to the Broker and/or Potential Purchaser until the Broker and/or Potential Purchaser have executed this Agreement. Broker shall not disclose any of the Property Information to any person or entity, which has not executed this Agreement. Upon the receipt of this Agreement, properly executed by the Broker and/or Potential Purchaser, Colliers Arnold and the Owner will have the option, in their sole and absolute discretion, to accept the registration of the Potential Purchaser or reject registration of the Potential Purchaser. All accepted registrations will be subject to the following conditions:

1. All Property Information which may be furnished to the Broker and the Potential Purchaser by Colliers Arnold shall continue to be the property of the Owner and Colliers Arnold. The Property Information will be used by the Broker solely for the purpose of presenting same to the Potential Purchaser and may not be copied or duplicated without Colliers Arnold's written consent and must be returned to Colliers Arnold immediately upon Colliers Arnold's request.
2. Neither Broker nor the Potential Purchaser will disclose the Property Information to any person who has not executed this Agreement, unless Colliers Arnold has approved in writing such disclosure, provided, however, that the Property Information may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties), for the purpose of evaluating the potential purchase of the Property. The Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Property Information and must agree to keep all Property Information strictly confidential in accordance with this Agreement. The Broker shall be responsible for any violation of this provision by the Potential Purchaser or Related Parties.

3. The Potential Purchaser hereby authorizes the Broker to represent it as its Broker with respect to the purchase of the Property. The total commission payable Broker at closing shall be a maximum fee of one percent (1%) of the transaction value, if Broker is the procuring cause/selling broker, when the commission is received by Colliers Arnold. In the event a third broker is involved or the Buyer is acting as a broker, the maximum commission paid to selling Brokers will not exceed two percent (2%) of the transaction value. Due to costs incurred by Colliers Arnold to market the Property and/or consulting fees and/or staff time, Colliers Arnold might receive a fee from the Owner that is higher than the fee received by the Broker(s) who represents the Buyer.
In the event of a conflicting claim by any other broker or brokers, the Broker consents to Colliers Arnold and Owner interpleading not more than the total commission payable to them as indicated above to the court in complete discharge of all liability to all commission claims.
 - a) All fees are subject to the listing agreement or as modified by contract and subject to receipt.
 - b) Listing Broker reserves the right to modify or adjust the terms of the listing agreement, including commission, with Owner of the property without prior notice to Broker.
 - c) Any litigation against the Owner under the exclusive listing agreement shall be reserved to Colliers Arnold's sole and exclusive discretion. Broker agrees to cooperate with Colliers Arnold in all respects necessary in the prosecution of claims for commission described above and to share the costs of such prosecution (attorney's fees and all other costs) in the same proportion as the commission is agreed to above. In the event the Broker does not wish to cooperate with Colliers Arnold in all respects necessary in the prosecution of claims for commission and to share the costs of such prosecution (attorney's fees and all other costs) in the same proportion as the commission is agreed to above then the Broker shall have waived all his rights to said commission.

Additionally, the Potential Purchaser acknowledges that it has not had any discussions regarding the Property with any broker or agent other than Broker as stated in this agreement.

4. The Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property to the Potential Purchaser, a duly licensed real estate broker.
5. The Broker and Potential Purchaser understand and acknowledge that Colliers Arnold and the Owner do not make any representation or warranty as to the accuracy or completeness of the Property Information and that the information used in the preparation of the Property Information was furnished to Colliers Arnold by others and has not been independently verified by Colliers Arnold and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Colliers Arnold nor the Owner, shall have any liability for any reason to the Broker or the Potential Purchaser or Related Parties resulting from the use of the Property Information.
6. The Broker hereby indemnifies and holds harmless Colliers Arnold and the Owner and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker or the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Potential Purchaser.
7. The Broker and Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal of all or part thereof from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. This Agreement represents the entire Agreement between the Owner, Colliers Arnold, Broker, and Potential Purchaser relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon the Broker and Potential Purchaser and their directors, officers, employees, agents, successors and assigns. The representative signing this Agreement represents that he and/or she are fully authorized to enter into the terms and conditions of this Agreement to legally bind the appropriate parties.

If in agreement with the foregoing, please return one signed copy of this Agreement to **Colliers Arnold, Pat Marzulli, CCIM, SIOR.**

BROKER

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2009.
_____(Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX: _____

EMAIL: _____

POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2009.
_____(Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX: _____

EMAIL: _____