

Exhibit "A"

EXCLUSIVE SALES AGENCY CONTRACT

**City of Monterey Park on behalf of
Monterey Park Successor Agency**

October 10, 2013

Cushman & Wakefield of California, Inc.
2020 Main Street, Suite 1000
Irvine, California 92614

**Re: Land Parcel totaling 7.35 gross acres; 3.35 net usable acres
APN: 5237-022-902
(the "Property")**

Gentlemen:

The City of Monterey Park on behalf of the Successor Agency to the Monterey Park Redevelopment Agency ("Successor Agency") appoint Cushman & Wakefield of California, Inc. ("C&W") as their sole agent and grant to C&W the exclusive right to represent them, the undersigned owners, with respect to the sale of all or any portion of the Property.

C&W's appointment as sole and exclusive agent is subject to the following terms and conditions:

1. The term of this agreement commences on the date this agency is confirmed by the City Council acting on behalf of the Successor Agency and confirmed by the Monterey Park Oversight Board. This agreement will terminate June 30, 2014 unless extended by mutual agreement.
2. C&W will prepare a marketing brochure or offering package which must be approved by the Successor Agency before its use at C&W's expense. The Successor Agency will reimburse C&W for actual marketing expenses including photography, aerials, graphic design, online services, advertising, etc. not to exceed \$10,000 paid at closing or termination or expiration of this agreement. All advertising may identify C&W as our exclusive agent for the Property.
3. During the term of this agreement, the Successor Agency will refer to C&W all inquiries and offers received by the Successor Agency with respect to the Property, regardless of the source thereof, and all negotiations may be conducted by C&W or under C&W's direction, subject to the Successor Agency's review and final approval.

4. In the event that at any time during the term of this agreement a sale of all or any portion of the Property, upon terms acceptable to the Successor Agency, is closed with any purchaser to whom the Property was submitted by C&W, or by the Successor Agency, or by any other person, the Successor Agency agrees to pay to C&W one (1) full commission computed and payable in accordance with the annexed Schedule. Furthermore, at any time up to six months after the expiration or termination of this agreement if a contract of sale or option to purchase agreement is entered into with any purchaser to whom the Property was submitted by C&W or by the Successor Agency, or by any other person during the term of this agreement and the sale thereafter closes then we also agree to pay to C&W one (1) full commission computed and payable in accordance with the annexed Schedule provided that within 10 days after the end of the term, C&W provided to the Successor Agency a list of said prospective purchasers and the Property is sold to a prospect identified on such list. For the purpose of this agreement, C&W is deemed to have "submitted" the Property to a prospective purchaser only if C&W received a proposal from or sent a proposal to such prospective purchaser and C&W either had substantive discussions with such prospective purchaser or the prospective purchaser toured the Property.
5. If a proposed transaction covered by this Agreement turns into any other transaction then C&W will automatically, without the necessity of any further acts by either of the Successor Agency or an amendment to this Agreement, be our sole and exclusive agent for such transaction and the SA will pay C&W a market rate commission as dictated by local custom on such transaction not to exceed a total of four and one-half percent (4.5%) of the purchase price.
6. In the event C&W cooperates with another licensed real estate broker, before working with such broker, C&W will inform the broker that it must look to its client for any and all compensation which may become due to it for the proposed transaction.
7. The Successor Agency represents that that it has no knowledge of toxic, contaminated or hazardous substances or conditions at the Property that violate applicable law except as we have informed C&W in writing. The Successor Agency authorizes C&W to transmit such information to prospective purchasers and agrees to indemnify, defend and hold C&W harmless of and from any and all claims from prospective purchasers of the Property from any of the Successor Agency's disclosure obligations.
8. The Successor Agency acknowledges that C&W may represent potential investor prospects and consents to such dual representation provided that such dual representation is disclosed to the Successor Agency on or about the commencement of negotiations.
9. The Successor Agency consents to C&W publicizing its role in any transaction entered into, subject to the Successor Agency's reasonable editorial approval of such publicity.
10. This agency is binding upon the parties hereto, their respective successors and assigns. The undersigned represents that they are the fee simple owner of the Property and the signatory

represents that he or she is duly authorized to execute this agreement on behalf of the undersigned ownership entity.

If the foregoing accurately sets forth our agreement, please sign and return the enclosed copies of this letter.

Very truly yours,

CITY OF MONTEREY PARK

Acting on behalf of the Monterey Park Successor Agency

By _____

Date _____

Name: Paul Talbot

Title: City Manager

ATTEST:

Vincent D. Chang
City Clerk

AGREED:

CUSHMAN & WAKEFIELD OF CALIFORNIA, INC.

By: _____

Date _____

Name: Jim McFadden

Title: Senior Managing Director

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

**SCHEDULE
TO
AGREEMENT BETWEEN
CUSHMAN & WAKEFIELD OF CALIFORNIA, INC. ("C&W")
AND
City of Monterey Park
("Seller")**

COMMISSION RATE AND CONDITIONS IN THE EVENT OF A SALE TRANSACTION

1. RATE

The commission rate equals four hundred fifty basis points (4.5%) of the gross sale price.

2. TIME OF PAYMENT

The commission shall be earned, due and payable in full at the time of the closing or transfer of title to the property, or in the case of a long term contract with title withheld but possession transferred to the purchaser, at the time of execution and delivery of the contract.

3. COMPUTATION OF SALES PRICE

The commission shall be computed in accordance with the above rate based upon the total gross sales price, which shall include any mortgages, loans or other obligations of the Seller (with the exception of the escrow holding account balance required by the lender) which may be assumed by the purchaser or which the purchaser takes title "subject to", any purchase money loans or mortgages taken back by the Seller, the sales price of any fixtures or other personal property sold by separate agreement between the Seller and purchaser as part of the overall sale of the real property, and the current market value of any other real or personal property transferred from the purchaser to the Seller as part of the sale. The gross sale price will not include the total dollar amount of any lease guarantee provided to purchaser.

4. PURCHASE OPTION

If Seller grants a purchase option, C&W will be paid a commission at the above rate as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amounts paid for the option and applied to the sales price).

- 5. DEPOSIT:** In the event title does not close and the deposit is retained by the seller, the commission to be paid C&W for that transaction shall be either ½ of the amount of the deposit or the regular commission computed as set forth above, whichever is less.