EXCLUSIVE AUTHORIZATION
PURCHASE OF PROPERTY

The undersigned Client hereby authorizes Cushman & Wakefield of San Diego, Inc., a California corporation ("C&W"), to act as its sole agent and grants to C&W the exclusive right to negotiate on Client's behalf for the purchase by Client of real property located in San Diego County ("property").

1) **TERM:** The term of this Agreement begins on February 25, 2009 and will end at midnight on September 1, 2009. However, subject to Section 4 below, either party may terminate this agreement upon thirty (30) days prior written notice to the other party.

2) **C&W'S SERVICES:** C&W will enlist the efforts and resources of its firm to secure a purchase of property currently identified by the Client. C&W will provide services as set forth in the C&W Services document "Exhibit A".

3) **CLIENT REFERRALS:** Client will refer to C&W all inquiries and offerings received by Client regarding the purchase of the identified property or any other real property covered by this Agreement, and all negotiations will be conducted solely by C&W or under C&W's direction, subject to Client's review and final approval.

4) **BROKER RECOGNITION:** Client agrees to recognize C&W as its sole and exclusive broker in connection with its purchase of the property identified by C&W during the term of this Agreement. Within ten (10) days after the expiration or earlier termination of this Agreement, C&W shall provide to Client a written list of such identified properties, provided, however, in no event shall such list include more than twenty (20) such properties (the properties identified on such list may be referred to herein as the "listed properties"). Subsequent to the expiration or earlier termination of this Agreement, Client agrees to continue to recognize C&W as its sole and exclusive broker for a period of 180 days in connection with the listed properties. Client agrees that, with respect to any of the listed properties, such 180-day period will be extended for so long as negotiations with the owner thereof are continuing.

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5) **COMMISSION:** C&W will initially look to the seller for payment of the commission or fee, provided however, that if the seller refuses to pay C&W any commission, or refuses to pay C&W in accordance with the annexed Schedule of Commissions "Exhibit B", then Client will pay to C&W either a commission computed and payable in accordance with the annexed Schedule or pay to C&W the difference between that amount and what the seller pays to C&W. Commissions shall be paid through escrow upon closing. No commission shall be payable in the event an escrow fails to close.

6) **PROPERTY INFORMATION:** Client acknowledges that C&W is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present, or whether defective conditions exist, at the property which ultimately may be leased/purchased. C&W will assist in the investigation process; however, Client acknowledges that it is solely Client's responsibility to conduct investigations to determine the presence of such materials.

7) **ALTERNATIVE TRANSACTION:** If a proposed transaction for the client identified property covered by this Agreement evolves into any other transaction, including, but not limited to, an exchange, build to suit, option to purchase, right of first refusal, ground lease or lease, then C&W will automatically, without the necessity of any further acts by Owner or C&W or an amendment to this Agreement, be entitled to a commission on such transaction under the terms of this Agreement. If the commission computation is not addressed in the attached Schedule of Commissions, then the Client or Seller, as the case may be, shall pay to C&W a market rate commission as dictated by local custom.

8) **OTHER CLIENTS:** Client acknowledges that C&W is a full service real estate firm and may represent sellers of property which Client may wish to consider and Client consents to such dual representation. Client also understands that C&W, through some of its employees, may represent other parties interested in acquiring space or property that may be submitted to us and Client consents to same. C&W will not disclose the confidential information of any of its clients. In the event that C&W is serving in a "dual agency" capacity for a property purchased under this agreement, the total compensation to Broker shall be disclosed in writing and approved by Client. In no event shall Steve Rosetta, Michael Macie, Alex Perry or Darren Morgan ("Brokerage Team") act in a dual agency capacity or receive compensation for any one transaction in excess of the amounts contained on Exhibit "B". The Brokerage Team shall at all times act on an exclusive basis for Client.

9) **FEES AND EXPENSES:** If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and other costs so incurred.

10) **AUTHORITY:** Client represents that it has the authority to enter and sign this Agreement. The individuals signing this Agreement represent that they are authorized signatories.

11) **PROFESSIONAL ADVICE:** C&W recommends that Client obtain legal, tax or other professional advice relating to this Agreement and the proposed lease or purchase of any property, as well as the condition and/or legality of any property, including, but not limited to, the property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans With Disabilities Act. C&W will have no obligation to investigate any such matter unless expressly otherwise agreed to in writing by Client and C&W.

12) **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns. The term "Client" and "Seller" includes affiliates, successors, assigns and nominees.

13) **PUBLICITY:** Client hereby consents to C&W's publicizing its role in any transaction entered into, subject to Client's reasonable editorial approval of such publicity.

14) **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

15) **CONFIDENTIALITY** – C&W and Client acknowledge that the terms and conditions contained herein and details of the ensuing property search and anticipated negotiations will remain confidential between the parties to this agreement and no information of any kind will be distributed, copied or otherwise transmitted, orally or in writing, to any other entity or person regarding Client's identity and the subject transaction.

16) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Client and C&W and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both Client and C&W. Client acknowledges receipt of a copy of this Agreement and the Schedule of Commissions.

PALOMAR COLLEGE ("Client")	**CUSHMAN & WAKEFIELD OF SAN DIEGO, INC.**
By: _____	By: _____ Stephen A. Rosetta
Title: _____	Title: Executive Director
Address:_____	Address: 4435 Eastgate Mall, Suite 200.

_____ San Diego, CA 92121

Date: _____ Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

- Work with Client to develop a real estate and negotiation strategy for the acquisition of a site to accommodate Client's requirement to develop an Education Center in the southern part of Client's District in accordance with Client's 2022 Master Plan;

- Represent Client in all communications and negotiations with respect to this requirement, acting under direction and with consent from Client and involving legal counsel or other representatives of Client as appropriate and/or required;

- Research and provide information regarding "short listed" sites located within the Palomar College District. Information - if applicable - shall include but not be limited to:

    - Current preliminary title report
    - Soils reports, hazardous materials reports, and other reports of assessments, analysis or studies relating to the physical condition of the property or the feasibility of construction on or development of the property.
    - CC&Rs and/or Design Guidelines.
    - Governmental permits, entitlements, registration statements, licenses and approvals relative to the subject property including negative declarations, environmental impact reports, conditional use permits and variances.
    - Any construction related documents
    - Final map and all conditions contained therein
    - As built grading and drainage plans.

- Investigate zoning, entitlement, and ownership information for prospective sites;

- Review title information for prospective sites, coordinating with Client and Client's attorney; and

- Solicit bids for third party reports, and coordinate due diligence process in conjunction with Client's legal counsel including but not limited to the review and summary of applicable zoning documents, geotechnical reports, environmental studies, ALTA surveys, development reports etc.

Note: Client shall engage all additional services at Client's sole cost and expense including but not limited to legal services, third party reports, consultant services and studies (i.e. environmental, engineering, architectural, geotechnical etc.)

EXHIBIT "B"

SCHEDULE OF COMMISSIONS

4 %	of the first $10 million of the total sales price.
3 %	of the second $10 million of the total sales price.
2 %	of the remaining total sales price.

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of the execution and delivery of the installment purchase contract between Seller and Purchaser.

Computation of Sales Price: The commission shall be computed in accordance with the above rates based upon the total sales price, which shall include any mortgages, loans or other obligations of Seller which may be assumed by Purchaser or which Purchaser takes title "subject to," any purchase money loans or mortgages taken back by Seller, the sales price of any fixtures or other personal property sold by separate agreement between Seller and Purchaser as part of the overall sales of the real property, and the current market value of any other real or personal property transferred from Purchaser to Seller.

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 amount paid for the option and applied to the sales price).