

LEASE

LIBRARY ADMINISTRATION
777 ARNOLD DRIVE, SUITE 210,
MARTINEZ, CALIFORNIA

This lease is dated February 9, 2016, and is between 777 Arnold Drive, LLC, a California limited liability corporation (“**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of that certain premises located at 777 Arnold Drive, Suite 210, Martinez, California (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 20,089 rentable square feet of office space on the second floor of the Building (the “**Premises**”). The Premises is more particularly described in Exhibit A – Floor Plan. Along with the exclusive use of the Premises, the County will have non-exclusive use of 70 parking stalls.
- C. Simultaneous with the execution of this lease, Lessor and County are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the “**Work Letter**”). The Work Letter is part of this lease.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” is twelve years, commencing on the Commencement Date, as defined in the Work Letter.
 - b. Renewal Terms. County has two options to renew this lease for a term of five years for each option (each, a “**Renewal Term**”).

- i. Rent during each Renewal Period will be ninety five percent (95%) of the then-fair market rental value of the Premises. The fair market rental value of the Premises will be established by the mutual agreement of the parties. If the parties fail to agree on the fair market rental value of the Premises by the date that is ninety days prior to the commencement of a Renewal Period, the parties will engage a real estate appraiser with knowledge of the commercial real estate market in the area to determine the fair market value of the Premises. The parties shall each bear one-half the cost of the appraiser.
 - ii. County will provide Lessor with written notice of its election to renew the Lease at least nine months, but no more than twelve months, prior to the end of the Term. If County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after the County's receipt of Lessor's written demand that the County exercise or forfeit the option to renew.
 - iii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Rent. County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is abated during the first three months of the Initial Term. Rent is payable on the tenth day of each month during the remaining of the Initial Term in the amounts set forth below:

<u>Months</u>	<u>Monthly Rent</u>
1 - 3	Abated
4 - 15	\$27,084
16 - 27	\$27,084
28 - 39	\$30,454
40 - 51	\$30,454
52 - 63	\$33,309
64 - 75	\$33,309
76 - 87	\$35,212
88 - 99	\$35,212
100 - 111	\$37,496
112 - 123	\$37,496
124 - 135	\$39,399
136 - 144	\$39,399

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Additional Rent. If the County draws down any of the Additional Allowance, as defined in the Work Letter, the Additional Allowance will be repaid to Lessor monthly in advance as

additional rent (“**Additional Rent**”). The amount payable as Additional Rent will be determined by amortizing the Additional Allowance over the first ten years of the lease at an interest rate of six percent per annum. Additional Rent is payable during each month of the Initial Term, including the first, second and third months.

If County draws down the full \$200,000 available as Additional Allowance, the amount payable each month during the Initial Term as Additional Rent will equal Two Thousand Two Hundred Twenty and 41/100 Dollars (\$2,209.41) payable at the same time as the payments being made for months 1 through 120

5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law with the written approval of Lessor, which approval will not be unreasonably withheld or delayed.
6. Full Service Lease. This is a full service lease. Lessor shall pay all of the Building’s operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. County will not reimburse Lessor for any of these costs.
7. Obligation to Pay Utilities and Janitorial Service. Lessor shall pay for all water, sewer, gas, electricity; refuse collection and janitorial services provided to the Premises. Lessor shall pay for all janitorial services provided to the Premises, which services are to conform to the specifications set forth in Exhibit B – Janitorial Specifications. Lessor shall furnish heating, ventilating and air conditioning for the comfortable occupancy of the Premises Monday through Friday from 6:00 am to 6:00 pm.
8. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Building. County shall maintain all locks and key systems used in the Premises.
 - b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. The County may install and maintain an alarm system, if deemed necessary by County.
 - c. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.

- e. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
 - f. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
9. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
10. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding such lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit C hereto.
11. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part thereof at any time during the Term with the written approval of Lessor, which approval will not be unreasonably withheld or delayed. Upon the assignment of the lease by County, the County will have no further obligation under the lease.
12. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and interior signs in and on the Premises ("**County Fixtures**"). County may install signage on the existing monumental sign. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements.
13. Lessor's Furniture. Concurrently with the execution of this lease, Lessor shall grant, sell and convey to the County forty-four work station cubicles currently located at the Premises (the "**Lessor's Furniture**"). The sale will be evidenced by a bill of sale substantially in the form of Exhibit D. Lessor's Furniture will be conveyed "as-is, where is" and "with all faults" and without representations or warranties of any kind. From and after Lessor's delivery of the bill of sale, Lessor's Furniture will be the County's property.

14. County's Furniture. County shall pay for and install work station cubicles and all other furniture for its occupancy in the Premises.
15. Prior Possession. Prior to the Commencement Date, the County has the right to (i) install fixtures, telephone outlets and cabling, telephones, security systems, furniture, and other items in the Premises, and (ii) store supplies and equipment in the Premises, provided such work and storage can be effected without unduly interfering with Lessor's completion of the tenant improvements.
16. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
 - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
17. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.
18. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
19. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
20. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will

immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within thirty-six (36) hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

21. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred and twenty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in one hundred and twenty days after obtaining construction permits, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

22. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

“Hazardous Material” means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

23. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

24. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
 - i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.
 - ii. County's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate

of ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements in accordance with the Work Letter.
- ii. Lessor's failure to perform any other obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

25. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. County may terminate this lease in accordance with Section 16 of the Work Letter. Such termination is effective on the effective date of the written notice. In addition upon the occurrence of any other default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

26. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: 777 Arnold Drive, LLC
777 Arnold Drive, Suite 100
Martinez, CA 94553

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

27. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
28. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease, the rent during this period shall be at twenty five percent (25%) increase.
29. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
30. Governing Law. The laws of the State of California govern all matters arising out of this lease.
31. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
32. Real Estate Commission. Lessor and County recognize and acknowledge that in negotiating this Lease, Lessor is represented by Cushman & Wakefield (“**Cushman**”) and Colliers International (“**Colliers**”) and the County represents itself. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County’s contact with Lessor in connection with this Lease has been directly with Cushman and Colliers.

Upon the execution of this lease Lessor will pay County the sum of Eighty Eight Thousand Forty Three Dollars (\$88,043) as a real estate commission.

[Remainder of this page is left blank]


33. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease or the Improvement Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease as of the date set forth in the introductory paragraph.

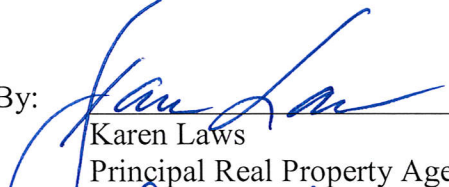
COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California


777 Arnold Drive, LLC, a California
limited liability corporation

By: _____
Julia R. Bueren
Director of Public Works

By:  _____
Andrew C. Serb
Managing Member

RECOMMENDED FOR APPROVAL:

By:  _____
Karen Laws
Principal Real Property Agent

By:  _____
Dave Silva
Supervisory Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

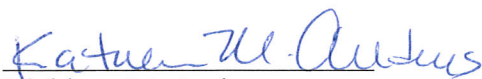
By:  _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT B
JANITORIAL SPECIFICATIONS
777 Arnold Drive, 2nd floor, Martinez, CA

DAILY SERVICES

1. Dust all desk tops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises, and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.
5. Replace burned out tubes and light bulbs.

WEEKLY SERVICES

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, window sills, and telephones. Remove cobwebs.
3. Dust building completely, including mini blinds, if any, and window coverings.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware.

MONTHLY SERVICES

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe window sills.

ONCE YEARLY, IN JUNE

1. Shampoo all carpets.

ONCE YEARLY, IN APRIL

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

MISCELLANEOUS

Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving the Premises.

Exhibit C

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

Assessor's Parcel No. 377-150-013

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated _____, 2016, and is between the County of Contra Costa, a political subdivision of the State of California (the "Tenant"), _____, a _____, its successors and assigns (the "Lender), having its principal place of business at _____.

Recitals

- A. Pursuant to a lease dated February 9, 2016 (the "Lease") between the Tenant and 777 Arnold Drive, LLC, a California limited liability corporation (the "Landlord"), Landlord is leasing to the Tenant certain space in the building located at 777 Arnold Dr., Suite 210, Martinez, CA, more fully described in Exhibit A attached hereto and made a part hereof (the "Property").
- B. Lender has previously made a loan (the "Loan") to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "Mortgage") and an assignment of all leases of and rents from the Property
- C. This agreement is being executed by the parties in accordance with the requirements of Section 9 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges and agrees as follows:
 - (a) The term of the Lease commences on _____ and will terminate on _____.

- (c) The current monthly rent payment under the Lease is set forth in Section A.3 of the Lease. No advance rents have been prepaid.
- (d) In addition to monthly rent payments, the Tenant is responsible for a portion of the cost of improvements to the premises, in accordance with Work Letter of the Lease.
- (e) The improvements described in the Lease have not been completed or accepted by Tenant.
- (f) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (g) Upon its execution, the Lease will be in full force and effect.
- (h) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (i) If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
- (j) Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

- (a) Liable for any act or omission of Landlord or any prior landlord under Lease;
- (b) Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
- (c) Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;

- (d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or
- (e) Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By _____
 Julia R. Bueren
 Director of Public Works

LENDER

Name of Lender, a

By _____
 Name
 Title

By _____
 Name
 Title

[Attach Notary Forms]

Exhibit A

[Legal Description of Property]

EXHIBIT D

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 777 Arnold Drive, LLC, a California limited liability corporation (“**Transferor**”) hereby transfers and conveys to the County of Contra Costa (“**Transferee**”), all of Transferor’s right, title, and interest in and to the following property, which is located on the second floor of 777 Arnold Drive, Second Floor, Martinez, California: forty-four (44) work station cubicles (the “**Transferred Property**”) for the amount of One Dollar (\$1.00).

As of the date set forth below, the Transferred Property is transferred to Transferee (i) “AS-IS/WHERE IS,” (ii) “WITH ALL FAULTS,” and (iii) without representations of any kind.

IN WITNESS WHEREOF, this Bill of Sale is executed as of _____, 2016.

TRANSFEROR:

777 Arnold Drive, LLC, a California limited liability corporation

By: _____
Andrew C. Serb
Manager Member