

Facility #: 09-C-01
Building Name: Superior Court at Cameron Park
Address: 3321 Cameron Park Drive, Cameron Park, California

APPENDIX

Unaffixed Modular Facilities

This Appendix is attached to and made a part of that certain Transfer Agreement For The Transfer of Responsibility For Court Facility (“**Agreement**”) between the Judicial Council of California, Administrative Office of the Courts (together, the “**AOC**”) and the County of El Dorado (“**County**”) for the purpose of providing additional terms, conditions, and provisions of the Agreement related to the Transfer of Responsibility for and Change of Ownership (defined in section 2 below) in and to the Unaffixed Modular Facilities (defined in section 1 below) that comprise (or will comprise) a part of the Court Facility that is the subject of the Agreement.

1. Unaffixed Modular Facilities. For purposes of this Agreement, the phrase “**Unaffixed Modular Facilities**” means the “commercial coaches” or “special commercial coaches” (as such terms are defined in California Health and Safety Code, sections 18001.8 and 18012.5) that are located on the Land and occupied and used by the Court, including all rooms, chambers, common and connecting spaces, and heat, ventilation, air-conditioning, light, and fixtures for such rooms, chambers, common and connecting spaces, and any and all other parts of or appurtenances to each such “commercial coach” or “special commercial coach” that fall within the definition of the term “court facility” as set forth in section 70301(d) of the Act, collectively. The make, model, year, and location of each of the Unaffixed Modular Facilities are more particularly described in **Exhibit “A”** attached hereto and made a part hereof.

2. Change of Ownership. For purposes of this Agreement, the phrase “**Modular Change of Ownership**” means the County’s full and final conveyance to the AOC of the County’s right, title, and interest in and to the Unaffixed Modular Facilities, to be accomplished in accordance with the requirements of the State Department of Housing and Community Development (“**HCD**”). The Modular Change of Ownership will be evidenced by, and will be deemed to have occurred upon, the HCD’s issuance to the AOC of a new certificate of title and registration card in the name of the AOC for the Unaffixed Modular Facilities.

3. Additional Property Disclosure Documents.

a. The following will be included as Property Disclosure Documents to be delivered to the AOC in respect of the Real Property under the Agreement: all documents, reports, surveys, certificates, notices, investigations, inspections, or any other information (regardless of its form) in the County's possession, custody, or control that describe, depict, evidence, or otherwise in any way pertain to the County's title to or ownership, use, occupancy, maintenance, and repair of, or the condition of, the Unaffixed Modular Facilities.

b. Without limiting the generality of section 3(a) of this Appendix, the County shall also deliver to the AOC on or before the Effective Date, all documents, instruments, correspondence, and agreements (collectively, the "**Modular Lien Documents**") relating to or evidencing any and all existing liens, mortgages, leases, security interests, or other encumbrances (collectively, "**Modular Liens**") on or against the Unaffixed Modular Facilities. Not later than ten calendar days after the AOC's receipt of the Modular Lien Documents, the AOC will notify the County in writing of any Modular Liens that the AOC disapproves (each, a "**Disapproved Modular Lien**" and collectively, the "**Disapproved Modular Liens**"). Prior to the Closing Date, the County shall, at its own expense, remove, release, cure, or otherwise resolve any Disapproved Modular Lien to the satisfaction of the AOC.

4. Additional Transfer Documents.

a. The term "Closing Documents" as used in the Agreement includes the following documents ("**Modular Transfer Documents**"), which Modular Transfer Documents must be delivered by the County to the AOC at least 10 business days prior to the date the Modular Change of Ownership is completed ("**Modular Document Delivery Date**"):

i. Title. For the Unaffixed Modular Facilities, the original certificate of title issued by HCD and signed by (1) the County Authorized Signatory, and (2) if required to remove, release, or cure any Disapproved Modular Lien, the holder(s) of each such Disapproved Modular Lien (together with a notary acknowledgement for each signature) conveying title to the Unaffixed Modular Facilities to the AOC;

ii. Registration Card. For the Unaffixed Modular Facilities, the original, most-recent registration card issued by HCD and evidencing the County's ownership of the Unaffixed Modular Facilities;

iii. Bill of Sale For Commercial Coach. A bill of sale substantially in the form of **Exhibit “B”** attached hereto and made a part hereof, duly executed by the County Authorized Signatory;

iv. Evidence of Cure. Written evidence that the County has removed or cured all Disapproved Modular Liens, if any, to the satisfaction of the AOC; and

v. Other Required Documents. Upon the request of the AOC, any other documents reasonably required to consummate the Change of Ownership.

b. As promptly as possible after the County’s delivery of the Modular Transfer Documents, the AOC will obtain:

i. New Title. For each of the Unaffixed Modular Facilities, an original, new certificate of title issued in the name of the AOC by HCD following the AOC’s filing of the Modular Transfer Documents described in paragraphs 4(a)(i) and 4(a)(ii) above; and

ii. New Registration Cards. For each of the Unaffixed Modular Facilities, the original, new registration card issued by HCD and evidencing the AOC’s ownership of the Unaffixed Modular Facilities.

If requested by the AOC, the County will provide reasonable cooperation to the AOC in its efforts to obtain the new certificate of title and new registration card for each of the Unaffixed Modular Facilities.

5. Additional County Representations, Warranties, and Covenants.

a. The following are hereby added to the Agreement as additional representations and warranties by the County to the State Parties:

i. The Unaffixed Modular Facilities are not affixed or attached to the Land or to a foundation system on the Land pursuant to Health and Safety Code section 18551(a).

ii. The County has good and marketable title to the Unaffixed Modular Facilities, free and clear of any liens, claims, encumbrances, or security interests except only for any Modular Liens that have been disclosed to the AOC and are not Disapproved Modular Liens.

b. The County covenants that it shall defend its right, title, and interest in and to the Unaffixed Modular Facilities against the claims and demands of any and all third parties claiming an interest therein under or through the County.

6. Conditions for the Benefit of the AOC. The AOC shall not be obligated to complete the Modular Change of Ownership unless the following conditions for the benefit of the AOC are first satisfied or waived:

i. The County shall have delivered to the AOC the additional Property Disclosure Documents and the Modular Lien Documents described in section 3 of the Appendix;

ii. The County shall have delivered that number of signed (and where required notarized) originals of each of the Modular Transfer Documents described in section 4 of the Appendix;

iii. The County shall have removed, released, cured, or otherwise resolved any and all Disapproved Modular Liens to the satisfaction of the AOC;

iv. HCD shall have issued to the AOC new certificates of title and registration cards for each of the Unaffixed Modular Facilities; and

v. The Transfers shall have been consummated under the terms of the Agreement.

7. Defined Terms. Capitalized terms used in this Appendix, but not otherwise defined herein, will have the meanings ascribed to them in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the County and the AOC have signed this Appendix.

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

APPROVED AS TO FORM:
Administrative Office of the Courts
Office of the General Counsel

By: _____
Name: Leslie G. Miessner, Attorney
Date: _____

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____

ATTEST:
_____, Clerk of the Board

By: _____
Deputy

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

EXHIBIT "A" TO APPENDIX

DESCRIPTION OF UNAFFIXED MODULAR FACILITIES

1.
 - a. Decal number: _____
 - b. Serial number: _____
 - c. Housing and Urban Development label number: _____
 - d. Housing and Community Development insignia number: _____
 - e. Dimensions: _____
 - f. Manufacturer: _____
 - g. Year of Manufacture: _____
 - h. Location: _____

2.
 - a. Decal number: _____
 - b. Serial number: _____
 - c. Housing and Urban Development label number: _____
 - d. Housing and Community Development insignia number: _____
 - e. Dimensions: _____
 - f. Manufacturer: _____
 - g. Year of Manufacture: _____
 - h. Location: _____

EXHIBIT “B” TO APPENDIX

FORM OF BILL OF SALE FOR COMMERCIAL COACH

This BILL OF SALE FOR COMMERCIAL COACH (“**Bill of Sale**”) is made as of the ___ day of _____, 200__ (“**Effective Date**”), by and between the COUNTY OF EL DORADO (“**County**”) and the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS (together, “**AOC**”), with reference to the following facts:

A. The County is the owner of certain “commercial coaches” or “special commercial coaches” (as such terms are defined in California Health and Safety Code sections 18001.8 and 18012.5) (collectively, “**Unaffixed Modular Facilities**”) that are located on the real property commonly known as 3321 Cameron Park Drive, Cameron Park, California (the “**Land**”), occupied and used by the Superior Court of California, for the County of El Dorado (“**Court**”), and described more specifically on **Schedule 1** attached hereto and made a part hereof. The Unaffixed Modular Facilities, which include certain rooms, chambers, spaces, and appurtenances that fall within the definition of the term “court facility” as set forth in section 70301(d) of the California Government Code, are not affixed or attached to the Land or a foundation system on the Land pursuant to Health and Safety Code section 18551(a).

B. The County and the AOC have entered into that certain Transfer Agreement For The Transfer of Responsibility For Court Facility (“**Agreement**”), pursuant to which, among other things, the County has agreed to grant, transfer, and convey to the AOC, and the AOC has agreed to accept from the County, all of the County’s right, title, and interest in and to each of the Unaffixed Modular Facilities as part of the Transfer of Title (as defined in the Agreement).

C. The County, by this Bill of Sale, desires to transfer and assign to the AOC, and the AOC desires to accept from the County, all of the County’s right, title, and interest in and to the Unaffixed Modular Facilities on the terms and conditions set forth in this Bill of Sale and the Agreement. Further, the County and the AOC desire to enter into this Bill of Sale to evidence the County’s transfer to the AOC of title in and to the Unaffixed Modular Facilities for the purpose of allowing the AOC to obtain from the State of California Department of Housing and Community Development (“**HCD**”) new certificates of title and registration cards for the Unaffixed Modular Facilities in the name of the AOC.

BILL OF SALE

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and AOC do hereby agree as follows:

1. Bill of Sale. The County does hereby grant, transfer, and convey to the AOC, and the AOC hereby accepts from the County, all of the County's right, title, and interest in and to the Unaffixed Modular Facilities described in Schedule 1 attached to this Bill of Sale.

2. AS-IS. The County conveys the Unaffixed Modular Facilities to the AOC "AS-IS" and with all faults, and without warranty or representation of any kind whatsoever, express or implied, except for those representations, warranties, covenants, and indemnities made and given by the County to the AOC as specifically set forth in the Agreement.

3. Further Assurances. Each Party agrees that, at the request of the other Party, it will, at any time or from time to time, execute such further documentation (including but not limited to documentation required by any governmental authority) as may be necessary to confirm or effect the grant, transfer, and conveyance of the Unaffixed Modular Facilities by the County to the AOC, as set forth in this Bill of Sale. In addition, the County shall provide reasonable cooperation to the AOC and shall act reasonably, diligently, and in good faith to assist the AOC in its efforts to evidence, perfect, or enforce the rights, title, or interest transferred and conveyed to the AOC by this Bill of Sale.

4. Indemnification.

4.1 County Indemnification Obligations. The County shall and hereby does indemnify and agree to defend the AOC, and its officers, agents, and employees (collectively, the "**AOC Parties**") against, and hold the AOC Parties harmless from, any and all claims, demands, liabilities, or damages ("**Claims**") arising out of any failure of the County to keep, perform, and discharge its obligations with respect to the Unaffixed Modular Facilities accruing or otherwise related to the period prior to the date ("**Issuance Date**") that the HCD issues to the AOC a new certificate of title and registration card for the Unaffixed Modular Facilities; provided that, the foregoing indemnity does not apply to any Claims resulting from the gross negligence or willful misconduct of any one or more AOC Parties.

4.2 AOC Indemnification Obligations. The AOC shall and hereby does indemnify and defend the County and its officers, agents, and employees

(collectively, the “**County Parties**”) against, and hold the County Parties harmless from, any and all claims arising out of any failure of the AOC to keep, perform, and discharge its obligations with respect to the Unaffixed Modular Facilities accruing or otherwise related to the period on or after the Issuance Date; provided that, the foregoing indemnity does not apply to any Claims resulting from the gross negligence or willful misconduct of any one or more of the County Parties.

5. Dispute Resolution. Any dispute or controversy arising from or related to the execution, delivery, or performance of this Bill of Sale shall be resolved in accordance with the terms and procedures provided for “Dispute Resolution” in section 11 of the Agreement.

6. Successors and Assigns. This Bill of Sale is binding upon, inures to the benefit of, and may be enforced by, the County, the County Parties, the AOC, and the AOC Parties, and their respective assigns and successors-in-interest. No third parties are intended to be benefited by the terms of this Bill of Sale, and nothing expressed or referred to in this Bill of Sale shall be construed to give any third party other than the Parties to this Bill of Sale any legal or equitable benefit, right, remedy, or claim under or with respect to this Bill of Sale, except as specifically set forth in this section 6.

7. Relation to Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded by or merged in this Bill of Sale, but shall remain in full force and effect, subject to the terms and conditions of this Bill of Sale and the Agreement.

8. Governing Law. This Bill of Sale is exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

9. Defined Terms. Capitalized terms not specifically defined in this Bill of Sale shall have the meanings ascribed to them in the Agreement.

10. Schedules and Recitals. Schedule 1 is attached to this Bill of Sale and made a part of this Bill of Sale for all purposes. The recitals set forth in this Bill of Sale are true and correct and are incorporated into and as part of this Bill of Sale.

11. Signature Authority. The persons signing this Bill of Sale on behalf of the County and AOC certify that they are authorized to do so.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Bill of Sale.

APPROVED AS TO FORM:
Administrative Office of the Courts
Office of the General Counsel

By: _____
Name: Leslie G. Miessner, Attorney
Date: _____

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____

ATTEST:
_____, Clerk of the Board

By: _____
Deputy

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1 TO EXHIBIT “B” TO APPENDIX
DESCRIPTION OF UNAFFIXED MODULAR FACILITIES

1.
 - a. Decal number: _____
 - b. Serial number: _____
 - c. Housing and Urban Development label number: _____
 - d. Housing and Community Development insignia number: _____
 - e. Dimensions: _____
 - f. Manufacturer: _____
 - g. Year of Manufacture: _____
 - h. Location: _____

2.
 - a. Decal number: _____
 - b. Serial number: _____
 - c. Housing and Urban Development label number: _____
 - d. Housing and Community Development insignia number: _____
 - e. Dimensions: _____
 - f. Manufacturer: _____
 - g. Year of Manufacture: _____
 - h. Location: _____