

Exhibit B

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Julin Perez/ Lisa Zaragoza

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Assessor's Parcel No. 377-150-013

**Subordination, Non-Disturbance and Attornment Agreement**

This agreement is dated \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017 (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 110, 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 Lease contains an option to purchase an ownership interest in the building, and a right of first refusal to purchase an ownership interest in the building.

- (c) The term of the Lease commences on \_\_\_\_\_ and will terminate on \_\_\_\_\_.
- (b) The current monthly rent payment under the Lease is set forth in Section 3.a of the Lease. No advance rents have been prepaid.
- (c) In addition to monthly rent payments, the Tenant is responsible for a portion of the cost of improvements to the premises, in accordance with Section 3.b of the Lease.
- (d) The improvements described in the Lease have not been completed or accepted by Tenant.
- (e) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (f) Upon its execution, the Lease will be in full force and effect.
- (g) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (h) 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.
- (i) 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 the 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.

[Remainder of Page Intentionally Left Blank]

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 \_\_\_\_\_  
Brian M. Balbas  
Interim 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 C  
Janitorial Specifications  
777 Arnold Drive, Suite 110, 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.

## 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, Suite 110, Martinez, California: 9 cubicles work station, 5 office desks, 2 round tables, 1 small conference table and 6 chairs, and 1 large conference table and 10 chairs (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 \_\_\_\_\_, 2017.

TRANSFEROR:

777 Arnold Drive, LLC, a California limited liability corporation

By: \_\_\_\_\_  
Andrew C. Serb  
Manager Member