

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. 113-041-037

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 September 27, 2017 (the "**Lease**") between the Tenant and _____, a _____ (the "**Landlord**"), Landlord is leasing to the Tenant certain space in the building located at 3024 Willow Pass Road, Suite D, Concord, 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 10 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 December 1, 2017 and will terminate on November 30, 2022.

- (b) The current monthly rent payment under the Lease is set forth in Section 3 of the Lease. No advance rents have been prepaid.
- (c) In addition to monthly rent payments, the Tenant is responsible for the cost of improvements to the premises, in accordance with Section 5 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.

3. 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.

4. 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.

5. 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.

6. 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).

7. 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]

8. 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]

MetroScan / Contra Costa (CA)

Owner : 3052 Willowpass Road LLC	Parcel : 113 041 037 4
CoOwner :	Land : \$1,295,100
Site : 3024 Willow Pass Rd Concord 94519	Structure : \$1,668,900
Mail : PO Box 690 Diablo Ca 94528	Other :
Xfered : 07/26/2007 Doc # : 007-214648	Total : \$2,964,000
Price : \$2,150,000 Full Deed : Corporation	Exempt :
LoanAmt : \$1,925,000 Loan : Conventional	Type :
Lender : Washington Mutual Bk IntTy : Adjustable	% Improved : 56
Vest Type : Corporation	% Owned : 100
Land Use : 33 Com,Office Buildings	Tax Area : 02145
Zoning :	16-17 Tax : \$33,012.54
Sub/Plat : PARKSIDE ADD	
Legal : PARKSIDE ADDN #3 POR LOT 19 BLK A	
Census : Tract : 3310.00 Block : 3	

Bedrooms :	Year Built : 1984	Lot Acres : 1.00
Bathrooms :	EffYearBuilt : 1985	Lot SqFt : 43,537
TotalRooms : 4	Pool :	Bldg SqFt : 16,102
Units (Bldg) : 5	View : None	Bsm/LwrLvlsF :

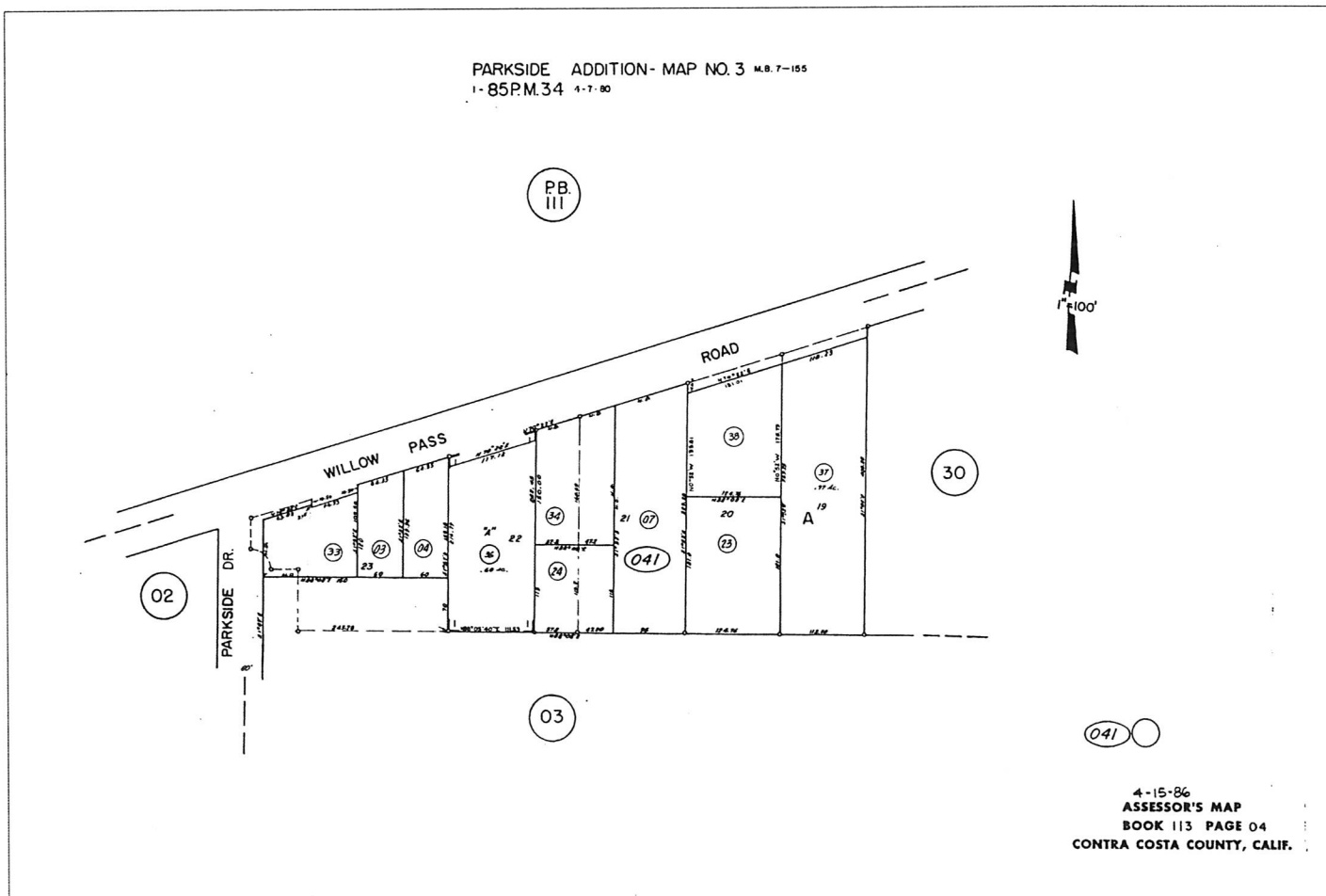


EXHIBIT "A" – LEGAL DESCRIPTION