

Exhibit C

Recorded at the request of:
Contra Costa County

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

Assessor's Parcel No. 113-041-037-4

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 "**Lessee**"), _____, 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 Lessee and 3052 Willow Pass Road LLC, a California limited liability company (the "**Landlord**"), Landlord is leasing to the Lessee certain space in the building located at 3024 Willow Pass Road, Suite D, Concord, 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 8 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. Lessee hereby represents, acknowledges and agrees as follows:
 - (a) The term of the Lease commences on December 1, 2017 and will terminate on August 31, 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) Lessee has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (d) Upon its execution, the Lease will be in full force and effect.
- (e) All rent payments will be paid as provided under the Lease until Lessee has been otherwise notified by Lender or its successors and assigns.
- (f) If Lender provides Lessee with Lender's address for notification purposes, Lessee will deliver to Lender a copy of all notices Lessee delivers to or receives from Landlord.
- (g) Lessee 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. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. If Lender elects to foreclose the Mortgage, Lender will not join Lessee in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Lessee 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 Lessee under the Lease and Lessee has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Lessee'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 Lessee might have against Landlord or any prior landlord;
- (c) Bound by any rent or additional rent that Lessee 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 Lessee 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, Lessee covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Lessee's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Lessee by the Lease. If requested by Lender or any subsequent owner, Lessee 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, Lessee 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]

ORDER NO. : 0121000941-KD

EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of Concord, State of California, and is described as follows:

PARCEL ONE:

Lot Nineteen (19) in Block A, as delineated upon that certain map entitled "R.N. Burgess Company's Map No. 3, a portion of Parkside Addition and The Racetrack Subdivision", filed May 6, 1912, Map Book 7, page 155, Contra Costa County Records.

EXCEPTING THEREFROM:

That portion that was offered for dedication to the City of Concord for street and highway purposes by document recorded February 22, 1984, Book 11664 of Official Records, page 420, under Recorder's Serial Number 84-23934 and accepted by document recorded December 26, 1985, Book 12677 of Official Records, page 158, under Recorder's Serial Number 85-159955.

PARCEL TWO:

Right of way created in reference to Parcel One above in the deed to Monty Fu, recorded September 21, 1981, Book 10504 of Official Records, page 871, under Recorder's Serial Number 81-123697 described as follows:

An easement (not to be exclusive), as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, and as a right of way for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or conduits to carry said lines, over that portion of Parcel "A", as shown on Parcel Map M.S.C. 25-78, filed October 15, 1979, Book 82 of Parcel Maps, page 8, Contra Costa County Records, lying within the "25' Access & Utilities Easement", as shown on the filed Parcel Map.

PARCEL THREE:

Right of way granted in the deed to Willow Pass Associates, LTD., a California limited partnership, recorded February 26, 1985, Book 12199, Official Records page 719, under Recorder's Serial Number 85-23056, described as follows:

A non-exclusive easement for access purposes and rights incidental thereto over that portion of Parcel "B", as shown on Parcel Map M.S.C. 25-78, filed October 15, 1979, Book 82 of Parcel Maps, page 8, Contra Costa County Records, described as follows:

Beginning at the northwest corner of said Parcel "B"; thence from said point of beginning, North 88° 08' 00" East, 25.00 feet; thence South 1° 52' 00" East, 32.00 feet; thence South 88° 08' 00" West, 25.00 feet; thence North 1° 52' 00" West, 32.00 feet to the point of beginning

Being Assessor's Parcel Number: 113-041-037