

LANDLORD'S SUBORDINATION AGREEMENT (Leasehold)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Jai Shri Ram Hospitality Group of Concord LLC
45 John Glenn Drive, Concord, CA 94520

Lender: Celtic Bank Corporation
268 S. State St., Suite 300
Salt Lake City, UT 84111

Landlord: Contra Costa County
181 John Glenn Drive, Suite 100 Concord CA
94520

THIS LANDLORD'S SUBORDINATION AGREEMENT is entered into among: (1) Jai Shri Ram Hospitality Group of Concord LLC ("Borrower"), whose address is 45 John Glenn Drive, Concord, CA 94520 (2) Celtic Bank Corporation ("Lender"), whose address is 268 S. State St., Suite 300, Salt Lake City, UT 84111; and (3) Contra Costa County ("Landlord"), whose address is 181 John Glenn Drive, Suite 100, Concord CA 94520 (**Borrower, Lender, and Landlord, collectively, "Parties"**). Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, the Parties agree as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation improvements currently existing and to be built upon real property located at **45 John Glenn Drive, Concord CA 94520 ("Premises")**. The Collateral is described as:

1. The Borrower's interest in the Ground Leasehold estate created by the Amended and Restated Lease dated April 1, 2023 between County of Contra Costa as Lessor and Dale Village Apartment Company, LP as Tenant("Ground Lease") to be evidenced by an Assignment of Leasehold from Borrower to Lender;
2. The structures and/or buildings and all additions and improvements thereto, now or hereafter erected upon the Premises owned by Borrower, including all building materials and Fixtures (as defined below) now or hereafter forming a part of said structures and/or buildings or delivered to the Premises and intended to be installed in such structures and/or buildings (collectively the "Improvements");
3. All systems, devices, machinery, apparatus, equipment, fittings, appliances, and fixtures of every kind and nature whatsoever located on the Premises or on or in the Improvements owned by Borrower, including but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, engines, pipes, pumps, tanks, motors, conduits, ducts, compressors, and switchboards, all storm doors and windows, dishwashers, attached cabinets and partitions (collectively, the "Fixtures");
4. All articles of personal property of any kind and nature whatsoever owned by Borrower including, but not limited to, all shades, awnings, beds, screens, furniture and carpets, not or hereafter affixed to, placed upon, used or useable in any way in connection with the use, enjoyment occupancy or operation of the Premises or Improvements (collectively, the "Personal Property");
5. All revenue, income, rents, issues and profits generated by the Improvements;
6. All proceeds from the conversion, whether voluntary or involuntary of any part of the Improvements or Personal Property into cash or liquidated claims, including insurance proceeds, insurance premium refunds and condemnation awards;
7. All contracts and subcontracts relating to the Improvements and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Improvements (collectively, the "Contracts");
8. All funds accounts, contract rights, instruments, documents, general intangibles (including fictitious, trade or other names, trademarks and symbols used in connection with the Improvements, whether registered or not) and notes and chattel paper arising from or by virtue of any transaction conducted thereon (collectively, the "Intangibles").

INITIALS _____ INITIALS _____ INITIALS _____ 2018 LL Subordination (Leasehold improv_GroundLease).doc

SUBORDINATION. With the exception of Landlord's fee interest in the Premises and reversionary interest in the Improvements, Landlord hereby consents to Lender's security interest in the Collateral and subordinates all interests, liens, and claims that Landlord now has or may hereafter acquire in the Collateral to the Lender's security interest in the Collateral until the Borrower repays the Note to the Lender in full. Landlord agrees that any lien or claim Landlord may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement until the Borrower repays the Note to the Lender in full.

OBLIGATIONS OF LANDLORD, BORROWER AND LENDER.

Until Borrower repays the Note in full:

1. Landlord will notify Lender in writing if:
 - a. Landlord declares Borrower in default under the Ground Lease; or
 - b. Landlord terminates Borrower's Ground Leasehold estate under the Ground Lease.
2. After Landlord gives written notice to Lender of a default by Borrower or Termination of Borrower's Ground Leasehold estate, Landlord grants Lender thirty (30) days to:
 - a. cure any default by Borrower that Landlord declares under the Ground Lease; or
 - b. enter the Premises to remove or sell the Collateral.
3. Landlord and Borrower grant Lender the right to enter the Premises to either remove or sell the Collateral if:
 - a. Landlord declares a default under the Ground Lease;
 - b. Landlord terminates Borrower's Ground Leasehold estate; and/or
 - c. Lender declares a default by the Borrower under the Note.
4. Landlord and Borrower grant Lender the right to appoint a receiver to:
 - a. take possession of the Collateral to protect and preserve the Collateral;
 - b. operate any business using the Collateral on the Premises before any foreclosure or sale; and
 - c. collect the proceeds from such operation of the Collateral and apply the proceeds from such operation of the Collateral, over and above the cost of the receivership, against amounts due on the Note,
 - d. if Lender declares a default by Borrower under the Note; provided, however, that any receiver continues to perform under the terms of the Ground Lease on behalf of the Borrower during the receivership.
5. Lender shall give Landlord written notice of:
 - a. Any default by Borrower that Lender declares under the Loan;
 - b. Lender's intent to enter the Premises to either remove or sell the Collateral ten (10) days before Lender intends to enter the Premises to remove or sell the Collateral;
 - c. Lender's motion to appoint a receiver under this Agreement in accord with applicable law governing that motion; and
 - d. any foreclosure or sale of the Collateral by or at the behest of Lender, whether judicial or non-judicial, in accord with applicable law governing notice of such foreclosure or sale of the Collateral to the Borrower.
6. Lender may subject to the terms of the Ground Lease:
 - a. acquire title to the Collateral at any foreclosure or sale;
 - b. assign the Collateral to any person;
 - c. sublet the Ground Lease and the Collateral to any person; or
 - d. grant or receive a mortgage secured on the Collateral to any person, subject to Landlord's rights of approval under (section/paragraph) 32 of the Ground Lease, which Landlord shall not unreasonably withhold, condition, or delay.
7. If Lender or any receiver that Lender appoints enters the Premises at any time, Lender shall be responsible for all damages that Lender and/or the receiver causes.

BORROWER. Nothing in this Agreement alters, amends, modifies, or waives any term of the Ground Lease as between Landlord and Borrower or any assignee or sub-lessee of the Leasehold estate under the Ground Lease.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises is located. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. No Party shall be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by the Party charged with the waiver. Without notice to Landlord, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

ATTORNEYS' FEES AND EXPENSES. In any action, case, or proceeding between or among any or all of the Parties, arising out of, or related to, this Agreement, the prevailing party shall be entitled to recover from the losing party/ies, the prevailing party's actual attorneys' fees, expenses, and costs, including, but not limited to, expert witness fees and costs, for all phases of such action, case, or proceeding.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

CAPTION HEADINGS. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

NO WAIVER BY LENDER. No Party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the Party waiving such right. No delay or omission on the part of any Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any Party of a provision of this Agreement shall not prejudice or constitute a waiver of Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by any Party, nor any course of dealing between between or among any or all of the Parties, shall constitute a waiver of any of Party's rights or obligations under this Agreement or any future transactions. Whenever the consent of any Party is required under this Agreement, the granting of such consent by a Party in any instance shall not constitute

continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the Party whose consent is required.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Subordination Agreement, as this Landlord's Subordination Agreement may be amended or modified from time to time.

Borrower. The word "Borrower" means **Jai Shri Ram Hospitality Group of Concord LLC** and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means **County of Contra Costa**

Lender. The word "Lender" means Celtic Bank Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note dated _____, 20____ and executed by Jai Shri Ram Hospitality Group of Concord, LLC in the principal amount of \$_____, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in **45 John Glenn Drive, Concord CA 94520**

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

LOAN SUBJECT TO SBA REGULATIONS: The Loan was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

//SIGNATURES NEXT PAGE//

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S SUBORDINATION AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED _____, 20____.

BORROWER:

[Jai Shri Ram Hospitality Group of Concord, LLC]

By: _____
[Vinod Kumar Sharma, Manager]

LANDLORD:

[County of Contra Costa]

By: _____

Print Name: Greg Baer, Director of Airports

LENDER:

CELTIC BANK CORPORATION

By: _____
Authorized Officer

