

FIRSTAMERICAN TITLE INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES
LOS ANGELES OFFICE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

WELLS FARGO BANK, NATIONAL ASSOCIATION
 Real Estate Banking Group (AU #0063650)
 1800 Century Park East
 Twelfth Floor
 Century City, CA 90067

Attn: Lucrecia Lasala
 Loan No. 1004063

04-0894.1
 Sugarbush
 Acc/200
DOC # 2012-0267247

06/11/2012 11:33 AM Fees: \$0.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**This document was electronically submitted
 to the County of Riverside for recording**
 Received by: LCWEATHERS

T.R.A. 009-063

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
 ATTORNMET AND NON-DISTURBANCE AGREEMENT**
 (Lease To Deed of Trust)

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY
 BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER
 SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMET AND NON-DISTURBANCE AGREEMENT ("Agreement") is made as of May 8, 2012, by and between SUGARBUSH PROPERTIES-1, L.P., a California limited partnership ("Owner"), THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS

- A. Pursuant to the terms and provisions of a lease agreement dated August 11, 2004, as amended by that certain First Amendment to Shopping Center Lease dated December 10, 2004 and that certain Second Amendment to Shopping Center Lease dated June 25, 2010, (as amended, the "Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner, as Trustor, has executed, or proposes to execute, a Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust") dated December 15, 2011, to American Securities Company, a California corporation, as Trustee, in favor of Lender, as Beneficiary, securing, among other things, a revolving promissory note ("Note") dated of even date with the Deed of Trust, executed by Owner and Northcroft Co., L.P., a California limited partnership, Park Green Properties, L.P., a California limited partnership, Youngriver Properties, L.P., a California limited partnership, Silver Spruce Properties LP, a California limited partnership, Wind Chime Properties, L.P., a California limited partnership, Winterberry Properties, L.P., a California limited partnership, Pleasant View Properties, L.P., a California limited partnership, Ridgeview Properties, L.P., a California limited partnership, Balboa Cove Group, L.P., a California limited partnership, Fairmont Properties, L.P., a California limited partnership, and Rockingham Properties, L.P., a California limited partnership, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan"). The Deed of Trust is to be recorded concurrently herewith.
- C. As a condition to making the Loan secured by the Deed of Trust, Lender requires that the Deed of Trust be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Deed of Trust.

NC5-479683-12

FIRST AMENDMENT TO SHOPPING CENTER LEASE
(City-Sugarbush-1 Properties, L.L.C.)
(4033 Chicago Avenue, #C)

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE ("Lease"), is made and entered into this ~~22~~^{10th} day of ~~November~~^{December}, 2004, by and between SUGARBUSH-1 PROPERTIES, L.L.C., a California general partnership ("Lessor"), as the fee owner of the Premises, and the CITY OF RIVERSIDE, a municipal corporation ("City").

RECITALS

A. On August 11, 2004, Lessor and the City entered into that certain Shopping Center Lease ("Lease"), whereby Lessor leased to Lessee that certain real property, consisting of approximately Ten Thousand Eight Hundred Sixteen (10,816) square feet of office space ("Premises"), all having an address of 4033 Chicago Avenue, #C, Riverside, California.

B. The parties desire to amend the Lease to provide for additional tenant improvements and reimbursement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and City amend the Lease in the following respects:

1. Section 3, Rent, is hereby amended with the addition of the following new paragraph:

"City shall also pay to Lessor, as additional rent for the first month of the first year of this Lease the sum of \$17,420.00 for reimbursement of tenant improvements as set forth in Section 7 and in the attached Exhibit B, which is incorporated herein by this reference, for a total monthly rent for the first month of the first year of the Lease the amount of \$29,920.00."

2. Exhibit B is amended and replaced in its entirety with the attached Exhibit B-1, which is incorporated herein by this reference.

3. Except as specifically modified by this Amendment, all of the terms and provisions of the Lease are and remain in full force and effect.

4. Lessor shall deliver the Premises, following all required inspections, with an occupancy permit on or before January 1, 2005. Should Lessor fail to deliver the Premises by January 1, 2005, City has the option to terminate this Lease. Payment of rent shall not commence until City has taken possession of the Premises.

[signatures on next page]



IN WITNESS WHEREOF, Lessor and City have caused this First Amendment To Shopping Center Lease to be executed the day and year first above written.

LESSOR

SUGARBUSH-1 PROPERTIES, L.L.C.,
a California general partnership

Address: c/o Reliable Properties
6399 Wilshire Blvd., Suite 604
Los Angeles, CA 900148-5709

By: *Jack Naurafskan*

JACK NAURAFSKAN

Printed Name

Its: President/Manager

By: _____

Printed Name

Its: _____

O:\Cycom\WP\Docs\D024\0003\00031999.WPD
CA 04-0894
06/17/04

CITY

CITY OF RIVERSIDE,
a municipal corporation

Address: 3560 University Avenue, Suite B
Riverside, CA 92501

By: *T. P. Evans*

Thomas P. Evans
Interim City Manager

ATTESTED:

By: *Sherry M. Nicol*

for Colleen J. Nicol
City Clerk

APPROVED AND FORWARDED
CITY ATTORNEY'S OFFICE

BY *Susan Wilson*

Deputy City Attorney

EXHIBIT "B-1"
DESCRIPTION OF LANDLORD'S WORK

LANDLORD will:

1. Provide and install Commercial grade vinyl flooring, 12" x 12" squares, (1 color) and 4" vinyl cover base, color to be specified by CITY.
2. Provide and install all new matching 2' x 4' drop-in ceiling tiles or all painted new.
3. Provide and install all new fluorescent light bulbs, in the existing fixtures, preferably energy conserving.
4. Construct and finish permanent, built in place dry walls as indicated in GM Business Interiors design ("GM Plans") a copy of which is attached hereto as Attachment 1.
5. Paint all interior wall surfaces in Frazee-brand single color white to be specified by the CITY.
6. New HVAC, represented by LANDLORD as installed on June 9, 2004 by Thermal-Cool. Upon occupancy, CITY will assume responsibility for maintenance, repair and replacement of unit.
7. Provide and install fifteen (15) 20 AMP circuits for computers with four (4) of these circuits terminated in junction boxes in the ceiling at locations designated on plans. Wire mold shall be used to bring power down the walls to feed receptacles that will accommodate the system furniture as designated on the GM Plans. Additional circuits shall be provided as necessary from the existing panel to feed electrical power to the system furniture as designated on the GM Plans. It is the sole responsibility of the LANDLORD to verify that the existing MAIN service panel is adequately sized to provide power to these and all other circuits within the Library space. All electrical plans and connections to furniture will be the responsibility of CITY per GM Plans. Install 16 two gang cast iron floor boxes and 9 single gang floor boxes for data at the Computer Center and one 2 gang and 4 one gang floor boxes and 6 single gang floor boxes for data at other locations shown on plans submitted, including underground 1" pipes, saw cutting, back filling, compaction, concrete and all necessary materials and labor.
8. Provide and install two (2) 30 AMP dedicated circuits for the telecom room as designated on the GM Plans..
9. Provide and install a dedicated 2-ton A/C unit for telecom room. Electrical power for this unit shall come from an additional dedicated circuit of sufficient size to power the unit.
- 10: Construct three (3) ADA compliant restrooms, single use type, one each for men, women, and one designated unisex to accommodate library staff as shown on the GM Plans.
11. Provide and install panic hardware if required by code
12. CITY acknowledges that any architectural/artist rendering of the project shall be an approximation only as to help CITY visualize the project's concept. The final building might end up somewhat different than the rendering.
13. All other works by CITY.

