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20131528705



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LEADSHEET



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SEQ:
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DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

EXHIBIT NO. 4

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Bank of America, N.A.
Mail Code MO1-800-08-11
800 Market Street, 8th Floor
St. Louis, MO 63101

Attn Document Retention

10/25/2013



20131528705

Space above for Recorder's Use

SUBORDINATION AGREEMENT

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 Agreement is made as of June 19, 2013, by and among Win Chevrolet Properties, LLC, a California limited liability company ("Win, LLC"), and Win Chevrolet, Inc., a California corporation ("Win, Inc.") and City of Carson Successor Agency, a public body corporate and politic ("Creditor") in favor of Bank of America, N.A. ("Bank").

Factual Background

A Win, LLC and Win, Inc. executed a Showroom Deed of Trust and Assignment of Rents (the "Creditor Security Instrument") dated January 25, 2012, in favor of Creditor encumbering the real property described in Exhibit "A" attached hereto (the "Property") to secure certain obligations of Win, LLC and Win, Inc. to Creditor as more particularly described therein. The Creditor Security Instrument was recorded on January 31, 2012, as Instrument No. 20120169820, Official Records of Los Angeles County, State of California.

B Win, LLC has executed, or is about to execute, a new Deed of Trust (the "Bank Security Instrument") in favor of Bank encumbering the Property to secure certain obligations of Win, LLC to Bank as more particularly described therein (the "Secured Obligations"). The Bank Security Instrument is to be recorded concurrently herewith.

C It is a condition to Bank's extending the Secured Obligations to Win, LLC that the lien of the Bank Security Instrument shall at all times be prior and senior to the lien of the Creditor Security Instrument.

Agreement

Therefore, Win, LLC and Win, Inc. and Creditor agree for the benefit of Bank as follows:

1 The lien of the Bank Security Instrument, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Creditor Security Instrument.

2 Creditor understands that Bank would not extend the Secured Obligations without this Agreement and that Bank is extending the Secured Obligations in reliance upon, and in consideration of, the subordination provided in this Agreement.

3 This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Creditor Security Instrument to the lien or charge of the Bank.

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Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Creditor Security Instrument and the Bank Security Instrument, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Creditor Security Instrument which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages

4. Creditor consents to and approves (a) all provisions of the Bank Security Instrument and the Secured Obligations, as the same may be amended from time to time, and (b) all agreements, including but not limited to any loan or escrow agreements, between Win, LLC and William J Adkins, an individual ("Adkins") and Bank for the disbursement of the proceeds of the Secured Obligations

5 Creditor agrees and acknowledges that Bank, in making disbursements pursuant to any such agreement between Bank and Win, LLC and Adkins, is under no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom Bank disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

6 Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Creditor Security Instrument in favor of the lien or charge upon the Property of the Bank Security Instrument securing the Secured Obligations. Creditor understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

7 Creditor acknowledges that an endorsement has been placed upon the note secured by the Creditor Security Instrument that said Creditor Security Instrument has by this instrument been subordinated to the lien or charge of the Bank Security Instrument

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

WIN, LLC

Win Chevrolet Properties, LLC,
a California limited liability company

By Jerry Heuer
Name. Jerry Heuer
Title Manager

WIN, INC

Win Chevrolet, Inc.,
a California corporation

By Jerry Heuer
Name JERRY HEUER
Title SECRETARY

CREDITOR

CITY OF CARSON SUCCESSOR AGENCY,
a public body corporate and politic

By Jim Dear
Name JIM DEAR
Title MAYOR / CHAIRMAN

Approved as to Form

Aleshire & Wynder, LLP

By: W. Wynder
Name. W. Wynder
Title City Atty

Approved as to Content:

By: _____
Name _____
Title _____

[All signatures must be acknowledged]

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ACKNOWLEDGMENT

State of California }

County of LOS ANGELES }

On JUNE 26, 2013 before me, LATOYA A. BUTLER, Notary Public,
(Here insert name and title of the officer)

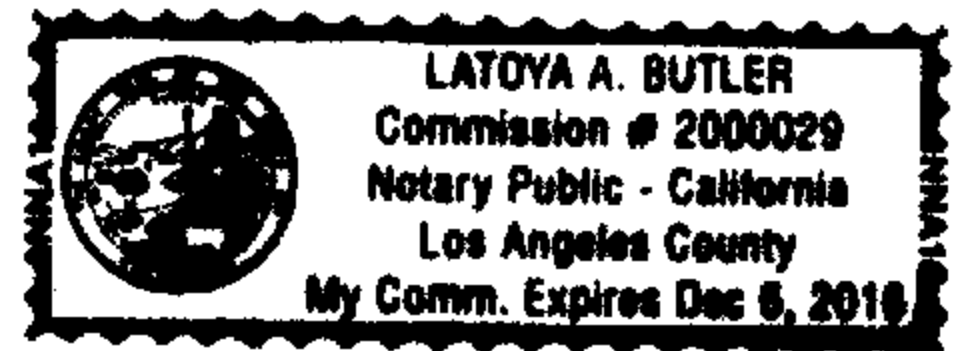
personally appeared JIM DEAR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature [Signature] (Seal)



State of California }

County of LOS ANGELES }

On JUNE 27, 2013 before me, MELINDA MARIE VALDEZ, Notary Public,
(Here insert name and title of the officer)

personally appeared JERRY HEUER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Melinda Marie Valdez (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Carson, County of Los Angeles, State of California, described as follows:

THAT PORTION OF LOT 5 IN BLOCK "C" OF SUBDIVISION OF A PART OF THE RANCHO SAN PEDRO, (ALSO KNOWN AS DOMINGUEZ COLONY), IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAPS RECORDED IN BOOK 1 PAGES 601 AND 602, AND BOOK 32 PAGES 97 AND 98, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS

ON THE NORTH BY THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA AS RECORDED IN BOOK D-748 PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY, (NOW KNOWN AS THE SAN DIEGO FREEWAY) ON THE SOUTH BY A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHERLY 50 FEET, MEASURED AT RIGHT ANGLE FROM THE CENTERLINE OF 223RD STREET AS SAID CENTERLINE IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-793, SHEET 2, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, ON THE WEST BY THE WESTERLY LINE OF SAID LOT 5, AND ON THE EAST BY A LINE WHICH IS AT RIGHT ANGLES TO SAID LAST MENTIONED CENTERLINE, AND PASSES THROUGH A POINT IN SAID CENTERLINE, DISTANT EASTERLY 1225 59 FEET FROM THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE OF LOT 5

APN 7315-040-903 (old Apn) 7315-040-013 (not yet assessed)

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Melinda Marie Valdez
Date Commission Expires Oct 23, 2015
Notary Identification Number 1954019
(For Notaries commissioned after 1-1-1992)
Manufacturer/Vendor Identification Number NNA1
(For Notaries commissioned after 1-1-1992)
Place of Execution of this Declaration BREA
Date 10/24/13

ELIZABETH P. / DPS - Agent

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Latoya A Butler

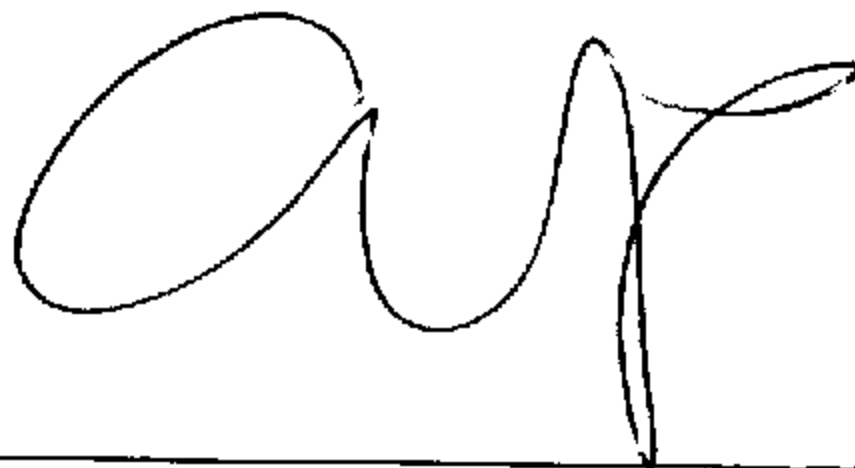
Date Commission Expires DEC 6, 2014

Notary Identification Number 2000029
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NMAJ
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration BREA

Date 10/24/13



ELIZABETH P. / DPS - Agent