

Attachment F
New Subordination Agreement
for Tract Map 16894-2

Recording Requested By:
The City of Victorville

When Recorded Please Return to:

City of Victorville
14343 Civic Drive
P O Box 5001
Victorville, CA 92393-5001

APN Nos. 3135-471-12 through 69, 3135-471-70 through 72, 3135-462-28 through 32, and 3135-462-33

SPACE ABOVE FOR RECORDER'S USE
RECORDING OF THIS DOCUMENT IS FEE-EXEMPT
GOVERNMENT CODE SECTIONS 6103, 27383, AND 27388.1(2)(D)

DEED OF TRUST 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

THE PARTIES TO THIS DEED OF TRUST SUBORDINATION AGREEMENT ("**Subordination Agreement**"), dated **May 6th, 2025**, for reference purposes only, are GHPR Builders Inc., a California S Corporation ("**Original Trustor**"), WMMC, LLC, a California Limited Liability Company ("**Beneficiary**"), Victorville 142 L.P., a California limited partnership ("**New Trustor/Owner**") and the City of Victorville, California municipal corporation and charter city ("**CITY**"). Original Trustor, Beneficiary, New Trustor/Owner, and CITY are at times hereinafter individually referred to a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, as of August 13, 2024, Original Trustor owned in fee that certain real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

Lots 80 through 142, inclusive, as shown on TRACT MAP NO. 16894-2, in the City of Victorville, County of San Bernardino, as per map filed April 14, 2021, in Book 359 of Tract Maps at Pages 47 through 51, inclusive, San Bernardino County Records.

(hereinafter the "**Subject Property**"); and

WHEREAS, Original Trustor entered into that certain Construction Deed of Trust dated August 13, 2024, **recorded as Instrument No. 2024-0195893 in the Official Records of the County Recorder of San Bernardino County on August 20, 2024**, in trust for the benefit of Beneficiary, as security for a promissory note in the amount of \$20,000,000, and the other obligations of Original Trustor described therein (hereinafter the "**Construction Deed of Trust**"); and

WHEREAS, on or about September 10, 2024, Original Trustor sold the Subject Property to New Trustor/Owner (as evidenced by that certain Grant Deed recorded in the Official Records of the County Recorder of San Bernardino County on September 12, 2024, as Instrument No. 2024-0210295) and did thereby assume all of Original Trustor's obligations under the Construction Deed of Trust and agreed to be bound by all provisions thereof and perform all obligations contained therein; and

WHEREAS, said sale was authorized by Beneficiary as memorialized in a letter dated April 25, 2025; and

WHEREAS, to secure its obligation to install public improvements under that certain Subdivision Improvement Agreement (“**SIA**”) for Tract No. 16894-2, dated May 6, 2025 (the “**Tract 16894-2 SIA**”), New Owner is required to enter into the Lien Agreement of even date for Tract 16894-2 (the “**Tract 16894-2 Lein Agreement**”) in favor of the **CITY**, to which this Subordination Agreement is attached and made part; and

WHEREAS, CITY is willing to accept said Tract 16894-2 Lein Agreement as security for the Tract 16894-2 SIA, provided that the lien created thereby is a lien or charge upon the Subject Property deemed prior and superior to the lien or charge of the Construction Deed of Trust and further provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Construction Deed of Trust to the lien created by the Tract 16894-2 Lein Agreement in favor of CITY; and

WHEREAS, it is to the mutual benefit of the Parties hereto that CITY accept the Tract 16894-2 Lein Agreement as security for the Tract 16894-2 SIA, and Beneficiary agrees that the Tract 16894-2 Lein Agreement shall, when recorded, constitute a charge upon the Subject Property which is unconditionally prior and superior to the lien created by the Construction Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce CITY to accept the Tract 16894-2 Lein Agreement as security for the obligations imposed on New Trustor/Owner by the Tract 16894-2 SIA, it is hereby declared, understood, and agreed by the Parties as follows:

1. That the Recitals set forth above are true and correct and are hereby incorporated into and made an operative part of this Subordination Agreement, including all definitions set forth in said Recitals.
2. That the Tract 16894-2 Lien Agreement in favor of the CITY shall unconditionally be and remain at all times a charge on the property therein described, prior and superior to the lien of the Construction Deed of Trust (Instrument No. 2024-0195893) specified in this Subordination Agreement, until such time as the Tract 16894-2 Lein Agreement is released by CITY in accordance with its terms.
3. That the CITY would not accept said Tract 16894-2 Lein Agreement as security for the Tract 16894-2 SIA without this Subordination Agreement.

4. That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Construction Deed of Trust to the Tract 16894-2 Lien Agreement and shall supersede and cancel, but only insofar as would affect the priority between the Construction Deed of Trust and the Tract 16894-2 Lien Agreement herein specifically described, any prior agreement as to subordination of such Construction Deed of Trust, including, but not limited to, those provisions, if any, contained in the Construction Deed of Trust, which provide for the subordination of the lien or charge thereof to another interest in the real property therein described.
5. Beneficiary declares, agrees, and acknowledges that:
 - (a) It consents to and approves of the Tract 16894-2 Lien Agreement in favor of the CITY.
 - (b) It intentionally and unconditionally subordinates the lien or charge of the Construction Deed of Trust to the Tract 16894-2 Lien Agreement in favor of the CITY.
 - (c) This Subordination Agreement represents an endorsement to the note secured by the Construction Deed of Trust and that said Construction Deed of Trust has by this instrument been subordinated to the charge of the Tract 16894-2 Lien Agreement favor of the CITY.
6. General Provisions
 - (a) This Subordination Agreement shall bind and inure to the benefit of all successors and assigns of the Parties.
 - (b) This Subordination Agreement may be executed in counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.
 - (c) in all respects, including, without limitation, matters of construction and performance of this Subordination Agreement and the obligations arising hereunder, this subordination agreement has been entered into and delivered in, and shall be construed in accordance with and governed by, the laws of the state of California, without giving effect to any principles of conflicts of law.
 - (d) Time is of the essence in the performance of every covenant and agreement contained in this Subordination Agreement.
 - (e) If any provision or remedy set forth in this Subordination Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.
 - (f) Each Party hereto hereby represents and warrants that this Subordination Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid

and binding agreement enforceable in all material respects in accordance with its terms.

- (g) No amendment, supplement, modification, waiver, or termination of this Subordination Agreement shall be effective against any Party unless such amendment, supplement, modification, waiver, or termination is contained in a writing signed by such Party.
- (h) Nothing herein shall be deemed to constitute a joint venture or creation of a partnership among any of the Parties.
- (i) This Subordination Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. All of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Subordination Agreement.
- (j) Each Party hereto has had its attorney(s) review this Subordination Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Subordination Agreement based on such consultation.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Subordination Agreement to be effective as of date of the last Party signs.

BENEFICIARY:

WMMC, LLC, a California Limited Liability Company

CITY:

City of Victorville, a California municipal corporation and charter City

By: _____
Signature

By: _____
Signature

Its: _____
Print Name and Title

Its: _____
Print Name and Title

Date: _____

Date: _____

NEW TRUSTOR/OWNER:

Victorville 142 L.P., a California limited partnership

By: MHP Builders, Inc., a California corporation

Its: General Partner

By: _____
Chris Jones, Vice President

Date: _____

ORIGINAL TRUSTOR:

GHPR Builders Inc., a California S Corporation

By: _____
Gary Mancebo, Vice President

Date: _____

(Proper notarial acknowledgment of execution by BENEFICIARY, NEW TRUSTOR/OWNER, and ORIGINAL TRUSTOR must be attached.)