

RECORD AND RETURN TO:
David K. Blattner, Esquire
Becker & Poliakoff, P.A.
1 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

File No. B25601-410051

Property Appraisers Parcel
Identification (Folio) Numbers:
494234--06-2570; 494234--06-2580;
494234--06-2591; 494234--06-2610

Space Above This Line For Recording Data _____

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (“Agreement”) is entered into this ___ day of April, 2022, by and among FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida created pursuant to Chapter 163, Part III, Florida Statutes (“CRA”), BANESCO USA, a State chartered bank (“Lender”) and BH3 DJ SUB LLC, a Florida limited liability company (“Borrower”).

RECITALS:

A. CRA made two (2) loans to Borrower, the first (1st) in the amount of TWO HUNDRED AND TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00) evidenced by a Promissory Note dated December 1, 2020, and secured by a Mortgage dated December 1, 2020, and recorded February 5, 2021, in Instrument No. 117037832 of the Public Records of Broward County, Florida (“First CRA Mortgage”) on the real property more particularly described therein (“Mortgaged Property”); the second (2nd) in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00) evidenced by a Promissory Note dated December 1, 2020 and secured by a Mortgage dated December 1, 2020 and recorded February 5, 2021, in Instrument No. 11037835 of the Public Records of Broward County, Florida (“Second CRA Mortgage”) on the Mortgaged Property (the First CRA Mortgage and the Second CRA Mortgage are sometime hereinafter collectively referred to as the “CRA Mortgages.”

B. Borrower previously borrowed FIVE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,100,000.00) from MAXIM CREDIT GROUP, LLC, a New York limited liability company, which loan was evidenced by a Promissory Note dated May 11, 2020 (the “Maxim Note”), and secured by a Mortgage and Security Agreement dated May 11, 2020, and recorded May 12, 2020, in Instrument No. 1165000097 of the Public Records of Broward County, Florida on the Mortgaged Property (“Maxim Mortgage”) (together the Maxim Note and Maxim Mortgage are sometimes hereinafter collectively referred to as the “Maxim Loan”).

C. The CRA Mortgages, by agreement with the Borrower and the CRA, having equal priority with each other, are subordinate to the Maxim Mortgage.

D. Lender has made a new loan to Borrower in the amount of FIVE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,200,000.00) ("Loan"). To evidence the Loan, Lender will purchase all the loan documents evidencing the Maxim Loan including, without limitation, the Maxim Note and the Maxim Mortgage. The Maxim Note (the Maxim Note as amended and restated is hereinafter referred to as the "Amended and Restated Note") and Maxim Mortgage have been or will be amended and restated (the Maxim Mortgage as amended and restated is hereinafter referred to as the "Amended and Restated Mortgage") and the Amended and Restated Mortgage is recorded immediately prior to this Agreement.

E. Lender has requested that CRA confirm that the liens under the CRA Mortgages are and remain subordinate to the lien of the Amended and Restated Mortgage and Lender has advised Borrower and CRA that it would be unwilling to make the Loan without this Agreement.

F. CRA is willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, do hereby agree as follows:

1. The foregoing Recitals are true and are incorporated in this Agreement by this reference.

2. CRA does hereby fully subordinate the lien of the CRA Mortgages to the lien of the Amended and Restated Mortgage.

3. This is a continuing agreement of subordination and Lender, at any time and from time to time, may enter into an agreement or agreements with Borrower as Lender may deem proper, extending time of payment of or renewing or otherwise altering the terms of any or all the obligations of Borrower due to Lender under the Amended and Restated Note.

4. CRA acknowledges and agrees that the CRA Mortgages are erroneously in the name of BH3 DJ FLAGGER, LLC, a Florida limited liability company, the member ("Member") of the actual Borrower. As such, Borrower and the CRA acknowledge and agree that the CRA Mortgages are intended to be in the name of the Borrower and not that of the Member.

5. CRA, BORROWER AND LENDER (BY ACCEPTANCE OF THIS INSTRUMENT) HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY OF CRA MORTGAGES, AMENDED AND RESTATED MORTGAGES OR ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

6. This Agreement shall, at Borrower's expense, be promptly recorded in the public records of Broward County, Florida.

7. In the event of any conflict between the terms and provisions of the Amended and Restated Mortgage and the terms and provisions of the CRA Mortgages, the terms and provisions of this Agreement shall control to the extent of such conflict or ambiguity.

8. This Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year set forth above.

WITNESSES:

MORTGAGOR:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by _____, as _____ of **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of Florida, and that he acknowledged to me, that he executed the foregoing instrument on behalf of the company, freely and voluntarily under authority duly vested in him by said corporation. He [] is personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of April, 2022.

My Commission Expires:

Notary Public

(SEAL)

[signature page to Subordination Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year set forth above.

LENDER:

BANESCO USA, a State chartered bank

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by _____, as _____ of **BANESCO USA**, a State chartered bank, and that he acknowledged to me, that he executed the foregoing instrument on behalf of the company, freely and voluntarily under authority duly vested in him by said corporation. He [] is personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of April, 2022.

My Commission Expires:

Notary Public

(SEAL)

[signature page to Subordination Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year set forth above.

BORROWER:

BH3 DJ SUB LLC, a Florida limited liability company

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by _____, as _____ of **BH3 DJ SUB LLC**, a Florida limited liability company, and that he acknowledged to me, that he executed the foregoing instrument on behalf of the company, freely and voluntarily under authority duly vested in him by said corporation. He [] is personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of April, 2022.

My Commission Expires:

Notary Public

(SEAL)

[signature page to Subordination Agreement]

EXHIBIT A

Lots 13 through 22, inclusive, Block 257, and all of that part of Block 257 lying South of said Lot 22 and East of alley in the Township of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; said lands lying and being in Broward County, Florida.