

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

SUBORDINATION AGREEMENT

(Pinellas County and City of St. Petersburg subordination to FHFC Viability and SAIL)

**(Founders Point / Construction Inflation Response Viability Funding
/ RFA 2023-211 / 2023-239V / SAIL / RFA 2022-102 / 2022-262S)**

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of April 11, 2024, by and among (i) FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, in its capacity as first mortgage lender of Viability funds, as defined herein, ("First Lender"), (ii) FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, in its capacity as second mortgage lender of SAIL funds, as defined herein ("Second Lender" and together with the First Lender, collectively, the "Senior Lender" or "Senior Mortgagee"), (iii) PINELLAS COUNTY, a political subdivision of the State of Florida, in its capacity as third mortgage lender ("Third Lender") and (iv) CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation of the State of Florida, in its capacity as fourth mortgage lender ("Fourth Lender" and together with the Third Lender, collectively, the "Subordinate Lender" or "Subordinate Mortgagee") (which term as used in every instance shall include Subordinate Lender's successors and assigns), and (iii) PINELLAS AFFORDABLE LIVING, INC., a Florida not for profit corporation ("Borrower").

RECITALS

A. First Lender has agreed to finance a portion of the costs of the Improvements pursuant to a first mortgage loan to the Borrower of Construction Inflation Response Viability Funding ("Viability") Program funds under Florida Housing Corporation Request for Application 2023-211 in effect as of May 1, 2023 (the "Viability RFA") in the original principal amount of ONE MILLION, ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$1,124,691) (the "First Mortgage Loan") secured by a first mortgage (the "First Mortgage"), a promissory note (the "First Note"), and which is evidenced and secured by separate first mortgage loan documents.

B. The Borrower has requested that First Lender allow the Second Lender's subordinate loan of a State Apartment Incentive Loan ("SAIL") funds to Borrower, in the principal

amount of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,750,000) (the "Second Mortgage Loan"), which is evidenced and secured by separate second mortgage loan documents including a loan agreement (the "Second Loan Agreement"), a mortgage (the Second Mortgage"), a promissory note (the "Second Note"), and a land use restriction agreement (the "Land Use Restriction Agreement").

The First Mortgage Loan and the Second Mortgage Loan, are collectively referred to as the "Senior Mortgage Loan", the First Mortgage and the Second Mortgage are collectively referred to as the "Senior Mortgage" and the First Note and the Second Note are collectively referred to as the "Senior Note".

C. The Borrower has requested that First Lender allow the Third Lender's subordinate loan of American Rescue Plan allocation funds to Borrower, in the principal amount of SIX HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED SIXTEEN AND NO/100 DOLLARS (\$665,816) (the "Third Mortgage Loan"), which is evidenced and secured by separate third mortgage loan documents including a loan agreement (the "Third Loan Agreement"), a mortgage (the "Third Mortgage"), a promissory note (the "Third Note"), a land use restriction agreement (the "County Land Use Restriction Agreement"), and a Pinellas County Affordable Housing Development Program Agency Agreement (the "Agency Agreement").

D. The Borrower has requested that First Lender allow the Fourth Lender's subordinate loan of HOME Investment Partnership funds to Borrower, in the principal amount of THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$320,817) (the "Fourth Mortgage Loan") which is evidenced and secured by separate fourth mortgage loan documents including a loan agreement (the "Fourth Loan Agreement"), a mortgage (the "Fourth Mortgage"), and a promissory note (the "Fourth Note").

The Third Mortgage Loan and the Fourth Mortgage Loan are collectively referred to as the "Subordinate Loan", the Third Loan Agreement and the Fourth Loan Agreement are collectively referred to as the "Subordinate Loan Agreement", the Third Mortgage and the Fourth Mortgage are collectively referred to as the "Subordinate Mortgage", the Third Note and the Fourth Note are collectively referred to as the "Subordinate Note, securing the Subordinate Loan by placing separate mortgage liens against the Property.

E. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place separate subordinate mortgage liens against the Property subject to all of the conditions contained in this Agreement.

To induce the Senior Lender to make the Senior Mortgage Loan, the Subordinate Loan is willing to subordinate the Subordinate Mortgage to the Senior Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, from one to the other paid, the receipt and

sufficiency whereof is hereby acknowledged, and to induce Senior Mortgagee to make the Senior Loan, the parties do hereby agree:

1. **Recitals.** The Recitals are true and correct and are made a part hereof.
2. **Subordination.**

(a) The Subordinate Mortgage is now and forever hereafter made subordinate and inferior to the Senior Mortgage and to all debt evidenced or secured thereby including principal, interest, costs and expenses, and to any and all extensions, modifications, amendments, enlargements or renewals thereof or future advances made thereunder. Further, the terms of the Subordinate Mortgage and all rights and remedies of the Subordinate Mortgagee available to the Subordinate Mortgagee pursuant to the Subordinate Mortgage, including but not limited to the right to claim or receive any insurance or condemnation awards or proceeds, are hereby expressly subordinate to the terms of the Senior Mortgage and the rights and remedies of Senior Mortgagee under the Senior Mortgage.

(b) The indebtedness of Borrower, and any other obligor pursuant to the Subordinate Mortgage, and any and all other indebtedness and other obligations of Borrower to Subordinate Mortgagee, and the Subordinate Mortgage and all other liens, encumbrances and security interests given to secure the payment of the Subordinate Mortgage and any other obligations of payment or performance of Borrower to Subordinate Mortgagee, whether now existing or hereafter created or acquired, shall be and hereby are subordinated in lien, priority and payment of principal and interest and all other charges and fees, including, without limitation, taxes and insurance premiums paid by Senior Mortgagee and interest accruing after any default or petition in bankruptcy, to the indebtedness of Borrower pursuant to the Senior Mortgage, and all liens, encumbrances and security interests given to secure the payment thereof, whether now existing or hereafter created or acquired, including, without limitation, the Senior Mortgage and to any and all other loans, advances, extensions of credit, or other accommodations to or for the account of Borrower as Senior Mortgagee may elect to make from time to time, and any and all other indebtedness of Borrower to Senior Mortgagee, whether now existing or hereafter created or acquired, and any and all liens, encumbrances, and security interests given to secure the repayment or payment thereof, whether now existing or hereafter created or acquired, and to such renewals and extensions thereof as Senior Mortgagee may elect to make from time to time.

3. **Conditions Precedent to Remedial Action.** If a default occurs under the Subordinate Mortgage (a "Subordinate Loan Default") and is continuing, the Subordinate Mortgagee agrees that, without the Senior Mortgagee's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Mortgage or exercise any other rights or remedies it may have under the Subordinate Mortgage, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Mortgage), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Mortgagee at least thirty (30) days' prior written notice. The Senior Mortgagee shall have the right, but not the obligation, to cure any Subordinate Loan Default within the same time period

for curing a default which is given to the Borrower under the Subordinate Loan Documents, except that the Senior Mortgagee's time period for cure shall begin on the date on which it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Mortgagee to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Mortgagee pursuant to, and shall be secured by the lien of, the Senior Mortgage.

4. Insurance, Condemnation. In the event of partial or total destruction of the Property which results in the payment of insurance proceeds, or in the event of a condemnation or similar proceeding which results in the payment of an award, the proceeds or award shall be applied in accordance with the relevant provisions of the Senior Mortgage.

5. Modifications to Subordinate Mortgage. Borrower agrees that it will not modify the Subordinate Mortgage without the prior written consent of the Senior Mortgagee. Borrower and Subordinate Mortgagee agree that no future advances may be made under the Subordinate Loan without the prior written consent of Senior Mortgagee.

6. Notices. Each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Mortgagee or the Subordinate Mortgagee is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by FedEx (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) days after mailing in the United States), addressed to the respective parties as follows:

Senior Mortgagee: Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director
Telephone: (850) 488-4197

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.
Telephone: (407) 481-5800
Email: Jcarpenter@lathamluna.com

Subordinate
Mortgagee:

Pinellas County
310 Court Street
Clearwater, Florida 33756
Attention: Affordable Housing Administrator
Telephone: (727) 464-8210
Email: srayman@pinellas.gov

City of St. Petersburg
Pinellas County, Florida
P.O. Box 2842
St. Petersburg, Florida 33731
Attention: Housing & Community Development / Director
Telephone: (727) 892-5585
Email: Joshua.Johnson@stepete.org

Borrower:

Pinellas Affordable Living, Inc.
445 31st Street North
St. Petersburg, Florida 33713
Attention: Jack Humburg
Telephone: (727) 821-4819, ext. 5717
Email: jack.humburg@boleycenters.org

with a copy
for informational
purposes only to:

Trenam Law
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701
Attention: Joseph A. DiVito, Esq.
Telephone: (727) 820-3963
Email: jdivito@trenam.com

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

7. No Waiver. The giving of consent by Senior Mortgagee to the giving of the Subordinate Mortgage is not and shall not be deemed a waiver of the Senior Mortgagee's rights to prohibit any other junior mortgage of the Property. No delay on the part of Senior Mortgagee or Subordinate Mortgagee in the exercise of any right or remedy hereunder or under the Senior Mortgage or Subordinate Mortgage, respectively, shall operate as a waiver of any right hereunder.

8. Counterparts. The parties hereto agree that this Subordination Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. **Costs of Enforcement.** Should suit be brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred both at trial and on appeal.

10. **Paragraph Headings.** The headings of the various paragraphs of this Subordination Agreement have been inserted only for the purposes of convenience, and are not part of this Subordination Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Subordination Agreement.

11. **Choice of Law.** This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law. If any provision shall be held prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating any other provision of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon the Borrower and the Subordinate Mortgagee and their respective successors and assigns and shall inure to the benefit of the Senior Mortgagee, its successors and assigns.

13. **Senior Debt and/or Senior Refinancing.** Subordinate Mortgagee further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Mortgage, the Senior Loan Documents and Senior Mortgagee shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

[COUNTER SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

(Pinellas County and City of St. Petersburg subordination to FHFC Viability and SAIL)

**(Founders Point / Construction Inflation Response Viability Funding
/ RFA 2023-211 / 2023-239V / SAIL / RFA 2022-102 / 2022-262S)**

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

FIRST AND SECOND LENDER:

WITNESSES:

FLORIDA HOUSING FINANCE
CORPORATION

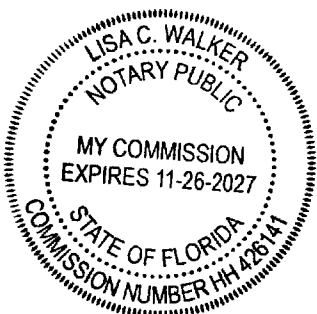
Jackson Dixon
Print: Jackson Dixon
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

By: Melissa Levy
Melissa Levy
Managing Director of Multifamily Programs
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32801-1329

Lisa C. Walker
Print: LISA C. WALKER
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of March, 2024, by MELISSA LEVY, as Managing Director of Multifamily Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.



Lisa C. Walker
Notary Public; State of Florida
Print Name: LISA C. WALKER
My Commission Expires: 11-26-27
My Commission No.: HH 426141
Serial number (if any): n/a

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

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**(Founders Point / Construction Inflation Response Viability Funding
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

THIRD LENDER:

WITNESSES:

Della Klug
Name: Della Klug
Address: 315 Court Street
Clearwater, FL 33756

Sandra L. Shields
Name: Sandra L. Shields
Address: 315 Court Street
Clearwater, FL 33756

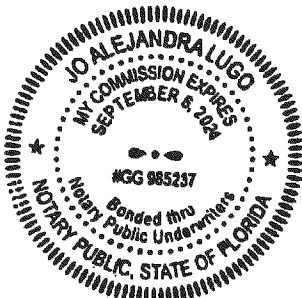
PINELLAS COUNTY, FLORIDA, a political
subdivision of the State of Florida

Barry Burton
By: _____
Name: Barry Burton
Title: County Administrator
310 Court Street
Clearwater, Florida 33756

APPROVED AS TO FORM
By: David McDevitt
Office of the County Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 29th day of March, 2024, by Barry Burton as
County Administrator of PINELLAS COUNTY, a political subdivision of the State of Florida
on behalf of the County. Said person is personally known to me or has produced a valid driver's
license as identification.



Jo Alejandra Lugo
Notary Public: State of Florida
Print Name: Jo Alejandra Lugo
My Commission Expires: 9/6/2024
My Commission No.: GG 985237
Serial number (if any): N/A

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

((Pinellas County and City of St. Petersburg subordination to FHFC Viability and SAIL))

**(Founders Point / Construction Inflation Response Viability Funding
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FOURTH LENDER:

WITNESSES:

CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida

[Signature]
Name: Stephanie Lampe
Address: PO Box 2842
St. Petersburg, FL 33731-2842

By: *[Signature]*
Joshua A. Johnson, Director
Housing and Community Development
P.O. Box 2842
St. Petersburg, Florida 33731

[Signature]
Name: Phyllis J. Dorsey
Address: P.O. Box 2842
St. Petersburg, FL 33731

Attest: *[Signature]*
Chan Srinivasa, City Clerk

Approved as to Form and Content
[Signature]
City Attorney (Designee)
By: *[Signature]*
Assistant City Attorney
Legal: 00733062



**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April, 2024, by Joshua A. Johnson, as Director of Housing and Community Development for the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation of the State of Florida on behalf of the City. Said person is personally known to me or has produced a valid driver's license as identification.



JACQUELYN DESPIERT
Notary Public
State of Florida
Comm# HH293456
Expires 10/12/2026

[Signature]
Notary Public; State of Florida
Print Name: Jacquelyn Despiert
My Commission Expires: 10/12/2026
My Commission No.: HH293456
Serial number (if any): N/A

**COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT**

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

BORROWER:

WITNESSES:

PINELLAS AFFORDABLE LIVING, INC., a
Florida limited liability company

J. Flynn
Print: Jeri Flanagan
Address: 120-15th Ave NE
St. Petersburg, FL 33704

By: [Signature]
Jack Humburg, Executive Director
445 31st Street North
St. Petersburg, FL 33713

[Signature]
Print: Sharon Poole
Address: 756 26th Ave S
St. Pete FL 33705

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2024, by JACK HUMBURG, as Executive Director of PINELLAS AFFORDABLE LIVING, INC., a Florida not for profit corporation, on behalf of the corporation. Said person is (check one) ☒ personally known to me or ☐ has produced a valid driver's license as identification.

Ashlee Waliszewski
Notary Public, State of Florida
Print Name: Ashlee Waliszewski
My Commission Expires: 5/5/2025
My Commission No.: HH126939



Ashlee Waliszewski
Notary Public
State of Florida
Comm# HH126939
Expires 5/5/2025

EXHIBIT "A"

LEGAL DESCRIPTION

**(Founders Point / Construction Inflation Response Viability Funding
/ RFA 2023-211 / 2023-239V / SAIL / RFA 2022-102 / 2022-262S)**

Unsubdivided Block A, Beauclaire Villas, according to the map or plat thereof as recorded in Plat Book 12, Page 61, Public Records of Pinellas County, Florida.